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NYS PUBLIC EMPLOYMENT
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AGREEMENT
COUNSEL

Between the

NIAGARA FALLS BOARD OF EDUCATION

and the

Niagara Falls School Systems Unit 7696,

Local 872 of the

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

Local 1000, AFSCME, AFL-CIO

July 1, 2006 - June 30, 2010

(350)

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PREAMBLE

THIS AGREEMENT, made this first day of July, 2006, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, hereinafter called the Board, party of the first part, and the Niagara Falls School Systems Unit, 7696, Local 872, of the Civil Service Employees Association, Local 1000 AFSCME AFL-CIO hereinafter called CSEA, party of the second part, WITNESSETH:

WHEREAS the Board has recognized CSEA as the sole and exclusive representative of its employees within the negotiating unit hereinafter described for the purposes of collective negotiations and administration of grievances as hereinafter provided and has extended to CSEA the rights incident to such recognition as provided by Article 14 of the Civil Service Law, and

WHEREAS the parties declare that their mutual aim is to promote harmonious and cooperative relationships between the Board and its said employees, and

WHEREAS the parties have mutually negotiated in good faith in the determination of the terms and conditions of employment of said employees and the administration of grievances arising thereunder and have reached agreement thereon and desire to reduce such agreement in writing,

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants hereinafter set forth, the parties do hereby mutually agree to the following articles.

ARTICLE I

Section 1.10 PURPOSE

It is the intent of the parties to set forth herein the basic agreement covering terms and conditions of employment as defined in the Public Employees Fair Employment Act of 1967 and the administration of grievances between the parties hereto during the life of this contract.

The positions covered in this contract are essential to the efficient operation of the School District. It is important that people in these roles recognize their work responsibility and strive to add dignity and self respect to their positions.

ARTICLE II

THE BOARD CSEA RELATIONSHIP

Section 2.10 RECOGNITION

The Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, hereinafter referred to as CSEA, is hereby recognized as the sole and exclusive bargaining agent for the negotiating unit consisting of all Board approved cafeteria employees and Board approved employees of the non-instructional salary schedule of the Board for the purpose of collective bargaining with respect to terms and conditions of employment, with the exception of the following positions and employees which are excluded from said negotiating unit: Personnel Manager; Student Services Manager; Administrator for Information Services; Director of Financial Services; Administrator for School Business Services; Administrator for Support Services, Nurse Practitioner; District Clerk; Food Service Administrator, Assistant Director Operations & Maintenance; Purchasing Agent; Supervisor - Operations & Maintenance.

Release time with pay for CSEA representatives to participate in contract negotiations shall be granted for alternate negotiating sessions only; intervening sessions shall be scheduled during off duty hours. The CSEA bargaining team shall be limited to five (5) members, excluding the president. One additional member of the Union may be called for specific contract clauses. There shall be no more than one employee participating from each non-instructional department.

Negotiations will be scheduled on an alternating basis, such as: one meeting during working hours and the next meeting after 4:00 p.m.

This Agreement supplements Board Policy for the term of said Agreement, and the Board and CSEA shall carry out the commitments contained herein and give them full force and effect as Board Policy. The Board shall amend its personnel policies and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement. Present Board policies and administrative orders shall remain in effect where not superseded by this Agreement.

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 2.11 PAYROLL DEDUCTION OF DUES

The Employer shall deduct and remit to the Civil Service Employees Association, 143 Washington Avenue, Albany, NY 12210 or its designated agent on a bi-weekly basis, regular membership dues and other authorized deductions for those employees who have signed the appropriate payroll deduction authorization cards permitting such deduction(s). The Employer agrees to deduct and remit such monies exclusively for the CSEA as the recognized exclusive negotiating agent for employees in the Unit and shall not extend this privilege to any other labor union or organization.

There shall be an agency shop fee, effective January 1, 1982 and for the duration of this Agreement, subject to all terms and conditions of applicable law. The agency shop fee shall remain negotiable unless the negotiability of such fee under New York State Law is no longer authorized, whereupon such fee shall be discontinued and deleted from this agreement.

The Employer agrees to deduct from the wages of any employee who is a member of the union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 2.12 NON-DISCRIMINATION

The Board of Education shall not interfere with, discriminate against, restrain, or coerce employees because of membership in or lawful activity of the CSEA.

The Board agrees to continue its policy of not discriminating against any employee on the basis of race, color, creed, age, national origin, sex, marital status, or membership or participation or non-membership or non-participation, in any employee organization or its activities.

Section 2.20 RECOGNITION AND DURATION OF CONTRACT

A. Recognition of the CSEA as the sole and exclusive representative of the negotiating unit of non-instructional employees described in Section 2.10 of this Agreement shall continue in effect for the maximum period permitted by the Public Employees Fair Employment Act, Article 14 of the Civil Service Law, and the rules of the New York State Public Employment Relations Board.

B. This Agreement shall become effective July 1, 2006 and shall continue in effect for four (4) years until midnight June 30, 2010, and shall remain in effect thereafter for successive periods of one (1) year, except that in (but not before) the year 2010 or any year thereafter, the Board of Education or the CSEA may present written notification no later than March 3rd or not less than 120 days prior to July 1st in such year of an intent to re-negotiate any of the contract provisions and/or the wage schedule. Such negotiations shall commence no later than March 22nd or not less than 100 days prior to July 1st in each year.

Section 2.21 CONTRACT VIOLATIONS

Any willful violation or disregard of any provisions of this agreement on the part of any employee of the Board of Education, including but not limited to employees within the CSEA negotiating unit as defined in Section 2.10 may lead to punitive action by the Board of Education.

Section 2.22 LEGISLATIVE APPROVAL

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

Section 2.30 COMMUNICATION

A. A CSEA School Unit Officer shall attend all Committee-of-the-Whole meetings at the Board of Education.

B. On mutual agreement, The Board and CSEA representatives will meet as the occasion requires.

Section 2.31 BULLETIN BOARDS

The CSEA shall be permitted to use bulletin boards furnished and installed by the Board of Education. The CSEA and the Board of Education shall mutually agree on bulletin board requirements and locations in the school buildings. The CSEA agrees that it shall not post nor permit to be posted on such boards any material of a political or religious nature.

Section 2.40 STUDY COMMITTEE

A study committee composed of Board of Education and CSEA representatives shall be formed to investigate and recommend a program for remuneration to employees for satisfactory completion of approved, job-related educational courses. Such a program would be instituted upon mutual acceptance by the Board of Education and CSEA of the Committee's recommendations.

Section 2.50 CIVIC PROGRAMS AND GROWTH IN JOB SKILLS

Employees are encouraged to participate in the various civic programs available in the community. Where possible and within reason, the Board of Education shall endeavor to assist employees engaging in such programs.

Employees are also encouraged to avail themselves of opportunities which will increase their competency in job skills or aid them in advancing to a higher competitive position.

Section 2.60 PROMOTION OF EFFICIENT OPERATION

The Board of Education and CSEA recognize the principle of a fair day's work for a fair day's pay. The Board of Education and CSEA agree to cooperate in the economical use of work-time, supplies, tools, and equipment. The CSEA also agrees to cooperate in the instruction of personnel in the proper use of any and all equipment supplied by the Board of Education.

ARTICLE III WORK PERIOD

Section 3.10 WORK DAY

Work Day: The normal work day shall consist of no more than eight (8) consecutive hours of work normally scheduled for the position held in any twenty-four (24) hour period (except for certain Category #1 personnel as provided in Section 3.11).

Section 3.11 WORK WEEK

A. Work Week: The normal work week is herein defined as any starting time through the week commencing at 12:00 a.m. Sunday to 12:00 p.m. on the following Saturday and shall be no more than forty (40) hours per week (except for certain Category #1 personnel as hereinafter provided).

Notwithstanding the foregoing provisions, for those positions identified by the numeral "1" (Category #1 personnel) in Addendum A assigned to the administration buildings, secondary school offices, Abate School and Niagara Street School, the normal work day shall be seven (7) hours, the specific schedule of daily work hours for each such position to be as established by the Board between the hours of 8:00 a.m. and 5:00 p.m.

B. An early dismissal will be granted on the last working day preceding the Christmas Holidays - 2 hours for 35 to 40 hour/week employees, 1 hour for 20/35 hour/week employees, and 1/2 hour for employees working less than 20 hours. If school is in session on the last working day before the Christmas Holidays, compensatory time, equivalent to the above early dismissal shall be granted at a later date. Such date shall be determined by arrangement with and upon the approval of the department head.

A list of positions and their normal daily and weekly work hours are attached hereto and become a part of this contract as Addendum A.

Section 3.20 REPORTING FOR WORK

An employee shall report for work on his or her regularly scheduled shift, unless he or she is notified by the Board of Education not to report at least forty-eight (48) hours prior to the scheduled starting time. Further, the forty-eight (48) hour arrangement of this paragraph shall be waived in the event of strikes, catastrophes, failure of utilities, or acts of public enemy interfering with work being provided.

An employee prevented from reporting to work by reason of sickness or other sufficient cause shall report his or her absence to the Office of Human Resources at least two (2) hours before the start of the regularly scheduled work day which starts in the morning and at least four (4) hours before the start of the regularly scheduled work day which starts in the afternoon or evening. Only cleaners and porters will inform the Maintenance Supervisor before returning to work from sick leave between seven (7) a.m. and twelve (12) noon on the day of return. Failure to do so may result in the loss of a day's wage if a substitute has been employed.

Unauthorized absence from regular duties may result in reprimand or dismissal.

Frequent tardiness or excessive use of sick leave (as defined in 3.21 below) on the part of classified personnel shows a lack of stability and may lead to reprimand or dismissal.

Section 3.21 ABSENCE WARNING & DISCIPLINE PROCEDURE

In the event that an employee demonstrates excessive absence, (exclusive of documented) sick time as defined below, the following notice and disciplinary procedure may be implemented.

- Step 1. Warning notice.
- Step 2. After first year of record - 1 day suspension without pay.
- Step 3. 2nd warning notice - 3 day suspension without pay.
- Step 4. Thirty (30) day suspension without pay.
- Step 5. More severe disciplinary action, including dismissal, subject to Article 75 procedures or arbitration, as contractually appropriate.

Definition of excessive use: (1) use of more than half of the authorized amount per year for a period of at least two successive years; or (2) reduction of the employee's sick leave balance to less than half of the possible balance. If an employee's absence record falls within the category of excessive absence as defined herein, the employee's non-unit supervisor shall, upon notice from the Administrator for Human Resources, meet with the employee to discuss the

reason for such absence. A written report of the discussion shall be given to the Administrator for Human Resources and the Union President by the supervisor. They will review the reports before action is taken.

Section 3.22 JUST CAUSE DISCIPLINE PROCEDURE

The following procedures shall be implemented for all employees who are in violation of School District policy or contract with the exclusion of Section 3.21 of this agreement and Federally mandated CDL driver policy:

- Step 1. Written counseling statement
- Step 2 One day suspension from work without pay
- Step 3. Two to five suspension from work without pay
- Step 4. Up to thirty (30) days suspension from work
without pay pending Superintendent's hearing
- Step 5 Proceed with action to dismiss under Article 75 Procedure.

All violations will be on file for no more than twelve (12) months from date of last infraction.

Section 3.30 REGULAR SHIFT

Regular shift is defined as any regularly assigned job classification that has a definite starting and quitting time over a twenty-four (24) hour period, Sunday through Saturday, and does not normally change from week to week.

Section 3.31 ROTATING SHIFT

Rotating shift is defined as any regularly assigned job classification that has a starting and quitting time that varies either from day to day, week to week, or the hour of starting work.

Section 3.40 OVERTIME

Overtime shall be paid by the Board of Education to all non-instructional employees covered by this agreement for any work performed over eight (8) hours per day or for time in excess of forty (40) hours per week at the rate of one and one-half (1 1/2) times the job classification hourly rate unless the employee chooses to have compensatory time.

Section 3.41 EMERGENCY DAYS

When an employee is required to work or has worked during a period when the school system, including the administration building, is closed because of an emergency, he/she shall receive compensatory time for the hours worked if he/she so chooses.

Section 3.42 COMPENSATORY TIME

- A. Compensatory time may be accrued to a total of thirty-two (32) hours.
- B. Request for use of compensatory time less than eight (8) hours shall be granted to the employee after submitting, in advance, a written request for time off to the department head.
- C. Request for use of compensatory time of eight (8) to sixteen (16) hours must be submitted forty-eight (48) hours in advance and approved by the department head.
- D. Request for use of compensatory time exceeding sixteen (16) consecutive hours must be submitted forty-eight (48) hours in advance and approved by the Administrator of School Business Services

Section 3.43 MEAL ALLOWANCE

The Board shall, at its expense, provide a meal for any employee covered by this Agreement who is required to work at least two (2) hours overtime. Such employee shall be provided an additional meal at the expense of the Board for every four (4) hours overtime required to be worked thereafter. This requirement shall be deemed to be in effect only when the work extends beyond the first eight (8) hours work in any twenty-four (24) hour period. The allowance for each meal shall not exceed four (\$4.00) dollars.

Section 3.44 DISTRIBUTION OF OVERTIME

All overtime shall be distributed as equally as possible within the building or department among those employees who normally perform such work. If an employee rejects an offer of overtime, such hours shall be considered the equivalent to his share of overtime as though he had worked. In complying with this section, the District, through its agents and/or representatives, shall strive to the greatest degree possible to distribute overtime equally among employees. There will be a posting of overtime on a monthly basis in all departments, by seniority.

Overtime records shall be available for inspection at any time during business hours by the President of CSEA or his/her designee.

Section 3.45 WORK DURING LUNCH HOUR

An employee who, due to an emergency, is required to perform work during his/her normally scheduled lunch period shall be allowed an alternate and equal period of time as a lunch period.

Section 3.46 HOLIDAY WORK

An employee who is instructed to work and does work on a holiday shall receive premium pay consisting of the following:

- a) His or her holiday pay under Section 5.20.
- b) Pay at two (2) times his or her regular hourly rate for hours worked up to including eight (8) hours.
- c) Pay at two and one-half (2 1/2) times his or her regular hourly rate for hours worked in excess of eight hours.

Section 3.47 NURSES SERVING MORE THAN ONE SCHOOL

Whenever possible, nurses serving more than one (1) school will be assigned to schools in close proximity.

Section 3.48 EXTRACURRICULAR ACTIVITIES OF SCHOOL

Except in emergencies, where school buildings are used for school related extracurricular activities, written notice of such activities shall be given to the employees involved at least forty-eight (48) hours prior to such use. If the work extends beyond the eight (8) hour day, overtime will be paid.

Section 3.49 WORKING FOR OUTSIDE GROUPS

Board of Education employees who are working for any outside group or organization that has been granted the use of Board facilities and whose presence on the premises has been required by the Board of Education as a condition for the use of said facilities by the outside group or organization shall be paid at the rate of one and one-half (1 1/2) times the job

classification hourly rate by the outside group or organization regardless of the type of program being presented or engaged in by the outside group or organization.

Section 3.50 EMERGENCY CALL OUT

An employee called by the Board of Education to perform work after he or she has left the Board of Education premises shall be given two (2) hours pay at the applicable rate of pay plus pay at the applicable rate for actual time worked so long as the call back is not the result of said employee's fault or negligence.

Section 3.51 SUNDAY WORK

Employees covered by this Agreement shall be paid at the rate of double the job classification hourly rate for any work performed on Sundays with the exception of work covered by winter firing allowance.

Section 3.52 OUT OF CLASS WORK BY SUPERVISORS

No supervisor shall perform any work or operation normally performed by a regular employee which would deprive any employee of his/her right to work overtime, except in an emergency or in the instruction of workers, or to assure the proper performance of work or work of an experimental nature, or for the proper operation of equipment, or to protect Board of Education property and to assure the safety of employees.

**ARTICLE IV
REMUNERATION**

Section 4.10 WAGE SCHEDULE

The job classification and wage schedules as negotiated between the Board of Education and CSEA for the 2006-2010 Agreement are attached hereto and made a part of this contract as Addendum B, C, D and E. The wage schedule for 2006-2007 shall take effect on July 1, 2006 and continue in full force and effect until June 30, 2007. The wage schedule for 2007-2008 shall take effect on July 1, 2007 and continue in full force and effect until June 30, 2008. The wage schedule for 2008-2009 shall take effect on July 1, 2008 and continue in full force and effect until June 30, 2009. The wage schedule for 2009-2010 shall take effect on July 1, 2009 and

continue in full force and effect until June 30, 2010 or until a successor agreement is reached by the Union and District.

Each employee shall receive salary increases as specified in the salary schedules. The percentages applied to each schedule are as follows:

Effective July 1, 2006	1.3%
Effective July 1, 2007	1.3%
Effective July 1, 2008	1.3%
Effective July 1, 2009	1.3%

The salary rate schedules are identified as Addendum B, C, D and E for each respective year of the contract; and are attached hereto and made a part of this contractual agreement.

The Board has agreed to effect equal pay in each of the employee's pay periods by a computation of the hourly rate times the actual hours worked per week. This hourly rate shall be used for the computation of overtime.

Part-time personnel who work only ten (10) months per year and on school days only shall be paid their regular wages for days on which schools are closed for conferences, meetings, snow days, or other emergency conditions, for up to a maximum of five (5) such days per school year.

Section 4.11 EXTENSION PERCENTAGES

The actual percentage increases for the Unit are as follows:

2006-07	1.3%
2007-08	1.3%
2008-09	1.3%
2009-10	1.3%

Section 4.13 SHOPPERSON

Repairer required to perform the duties of a "shopperson" on a regular basis will be paid an additional 25 cents per hour over and above their normal rate of pay. Duties and job specifications will be determined by the Supervisor of Operations and Maintenance.

Section 4.14 PAYCHECKS

Paychecks will be issued in individual envelopes.

Section 4.15 PAYROLL DEPOSIT

The Board of Education shall allow employees to take advantage of the payroll deposit and/or savings plans as offered by the local banking institutions.

Section 4.20 WINTER ALLOWANCE

Firing custodians covered by this Agreement will be paid a winter firing allowance of \$850.00 over a 12 month period. The firing custodians will be expected to fire boilers whenever required beyond the normal work schedule. Overtime will be based on the total salary (including the firing allowance).

Firing custodians and/or engineers will be allowed the established mileage rate for normal weekend and holiday boiler plant checks.

Section 4.30 HIGHER CLASS PAY FOR HIGHER CLASS WORK

Additional compensation of 50 cents (2000-01)/75 cents (2001-02)/\$1.00 (2002-03) per hour will be paid to any employee working in a higher classification after ten (10) working days have elapsed. Also, the additional amounts (.50/.75/\$1.00 per schedule) per hour will be included in computing overtime pay for performance in a higher classification, and for holidays which may fall within the working period.

Once an employee has served in a higher classification and has passed the original waiting period of ten (10) days in that classification, no further waiting period shall be required should the employee again be placed temporarily in the same or higher classification. If the employee is placed temporarily in a new and different higher classification, a new waiting period of ten (10) days shall be required in that classification.

A written recommendation by the department head for an employee to work in a higher classification must be given to the employee and forwarded to the Administrator for Human Resources for appropriate action. One exception to the above job condition is the Senior General Repairer taking the place of the Foreman. The Senior General Repairman is now compensated to assume the responsibilities of the Foreman on a limited time not to exceed thirty (30) working days during any one year. After thirty (30) working days, the Senior General Repairer taking the place of the Supervisor shall receive additional compensation of 50 cents (2000-01)/75 cents (2001-02)/\$1.00 (2002-03) per hour.

In any such temporary vacancy as mentioned above, wherever possible, an employee who is absent shall be replaced with a person having equal qualifications. In the event that such a qualified person is not available, the temporary appointment shall be made from the job classification immediately below the job in which the vacancy occurs. Such an appointment shall be for the duration of the absence and not on a per diem or an alternating basis to avoid payment of the additional compensation. Except in dire emergencies, retirees of the school system shall not be hired for any job other than in the lowest classification of the salary schedule. Present employees shall be elevated first, even in temporary circumstances.

Section 4.40 TRANSPORTATION ALLOWANCE

Effective January 1, 1982, employees covered by this Agreement shall be reimbursed at the rate of 23 cents per mile (or at such higher rate, if any, as shall be provided for instructional personnel) for driving personal vehicles on Board business when authorized. Effective July 1, 2000, the reimbursement rate is increased to 32.5 cents per mile.

Eligibility to drive and to receive reimbursement shall be given in writing to all designated personnel by the School Business Administrator. Requests for reimbursement shall be made on forms provided by the Business Office and shall cover periods of not less than one (1) nor more than three (3) months.

Employees shall be responsible for providing their own transportation to the point of origin of their work for that day. If the employee does not elect to drive his/her own vehicle on Board business with reimbursement as above provided, any movement to and from the point of work shall be provided by the Board of Education and every effort shall be made to transport employees back to their point of origin before the close of the working day. It is understood that no individual is required to drive his/her car if he/she does not wish to do so.

When a private vehicle is used for duly authorized out-of-town trips, employees shall be reimbursed at the rates set forth in this section but in no instance shall the amounts of compensation exceed the cost of the round-trip-air-coach fare. Two or more persons traveling to the same destination by car shall do so in one vehicle with a single mileage authorization.

Persons driving Board vehicles shall be reimbursed for out-of-pocket expenses only, including highway tolls, provided all receipts accompany request for payment.

The Board of Education's automobile insurance policy's non-ownership liability coverage protects against loss resulting from claims against the Board because of injury to persons or damage to property arising from the approved use of private passenger automobiles and the approved occasional use by an employee of commercial cars in the Board's business.

In addition to the payment of damage up to the Board's policy limits, the Board's insuring agent shall investigate claims, provide defense, and pay litigation costs.

The Board's non-ownership coverage is applicable only for those damages in excess of any other valid and collectible insurance carried by the employee on his or her private car.

In approved driving of Board of Education cars, the employee shall be covered for damages to the full extent of the liability coverage of the Board of Education policy.

Section 4.50 INSURANCE AND HOSPITALIZATION

From December 1, 2003 to June 30, 2004, the Niagara Falls Board of Education shall provide a base payment of \$10,656.00 for each family medical plan, and \$3,840 for each single plan based on member eligibility for Blue Cross/Blue Shield coverage specified in Section 4.51 #I.

a) If any employee is employed under twenty (20) hours per week, one half (1/2) of the benefit dollars will be provided for a single or family plan. The remainder to be paid by the employee if he/she so chooses.

b) Any surplus after payment of premiums will be set aside to cover future premium increases.

Section 4.51 CAFETERIA PLAN

A. Effective July 1, 1995, the GHI Cafeteria Plan will be implemented. Effective December 1, 2003 the Blue Cross/Blue Shield Cafeteria Plan will replace the GHI Cafeteria Plan. (See plan description below). Premium increases incurred in excess of the original base benefit dollars shall be shared equally between the Board of Education and the CSEA Bargaining Unit based upon the experience rate set by Blue Cross/Blue Shield for the Board of Education group. Employee contributions over and above allowed benefit dollars may be paid through flexible spending accounts handled through payroll deductions.

- B. Effective July 1, 2006, new employees will receive the following health care benefits:
- a. 80% of the benefit amount paid for employees who were hired prior to 7/01/06.
 - b. An Opt-out plan permanently capped at \$1,500/single and \$3,000/family coverage. The employee must show proof of coverage from another provider in order to opt-out. Opt out dollars will be paid to the employee or the amount may be placed into a Flexible Spending Account.
 - c. Retirees will continue to receive the same level of health benefits as when they were active employees. Opt-out benefits will end upon retirement.

INSURANCE PLAN

- I. Blue Cross/Blue Shield A Plan
Blue Cross/Blue Shield B Plan (See Addendum F for Plan Descriptions)
Blue Cross/Blue Shield C Plan

- II. Dental Coverage (see Addendum G for Plan Description)
 - A. Delta Dental Premiere
 - B. Delta Dental Base
 - C. Once one selects dental coverage, it may not be dropped. One must continue coverage for as long as one carries health benefits.

The Board of Education shall also assume the cost of a dental program as provided by the Delta Dental. If the employee is employed under twenty (20) hours per week, one half (1/2) of the cost will be paid by the Board. However, any employee who is covered under a spouse's contract by insurance provided in this or any other section of this Agreement may apply to the Board of Education for single coverage only. The dental plan will consist of Delta Dental's Premiere Program effective February 6, 2006. Effective July 1, 1995 the dental option shall become part of the Cafeteria Plan.

- III. Vision Coverage (see Addendum H for Plan Description)

- IV. Group Term Life Insurance

Options available in the following denominations of Group Term Life:

- | | |
|-------------|--------------|
| A. \$10,000 | F. \$60,000 |
| B. \$20,000 | G. \$70,000 |
| C. \$30,000 | H. \$80,000 |
| D. \$40,000 | I. \$90,000 |
| E. \$50,000 | J. \$100,000 |

- V. Flexible Spending Accounts

- A. Medical Care Spending Account
 - 1. Reimbursement for allowable medical expenses
 - 2. No limit on the amount of benefit dollars or personal contribution by payroll deduction.

B. Dependent Care Spending Account

1. Reimbursement for allowable expenses incurred for the care of a dependent.
2. \$5,000 maximum per family.

VI. Opt-out

Each employee shall have the opportunity to “opt out” of the Board-provided health coverage provided he or she has the equivalent coverage through another source and can so prove, and shall receive in lieu thereof a rebate equivalent to half the existing premium for such coverage, payable in the amount of one twenty-sixth of said half of premium per pay period, or in a lump sum at the end of the fiscal year. Re-entry is possible only in the event that the individual can show that coverage is lost through no fault of their own. Effective July 1, 1995, opt-out shall become part of the Cafeteria Plan.

A. If one chooses coverage, 50% of remaining benefit dollars are paid to the employee, or money may be put into Flexible Account.

B. If one does not choose coverage, and can show coverage from other sources, 50% of the benefit dollars are paid to the employee or the amount may be placed into the Flexible Spending Account.

C. If one does not choose coverage and can show coverage from other sources, and decides not to opt out, all or part of benefit dollars may be put into the Flexible Account with any remaining portion subject to 50% opt out.

D. Flexible dollars left over are returned to the Board of Education.

Section 4.52 MEDICAL LEAVE

Insurance and hospitalization will be paid to an employee on medical leave of absence if the employee has three (3) or more years of service by the date on which the leave is to commence. Payment will continue for a period of up to two (2) years.

Section 4.53 ENROLLMENT

A new employee must join the plan within three (3) months; if he/she does not, he/she must wait until the next anniversary of July 1.

Section 4.54 RETIREE'S INSURANCE

The Board of Education shall assume the full cost of Blue Cross/Blue Shield coverage and Major Medical as set forth in Section 4.50 for each employee in the negotiating unit covered by this agreement lawfully retiring in the future provided that such employee has completed a minimum of twenty (20) years of service in the employ of this school district and retires at the age of 55 or over. The coverage so provided shall be the same type that the employee would have had if he/she had continued employment. When the retiree reaches his/her sixty-fifth (65th) birthday and qualifies for Medicare under the Social Security Program, the type of Blue Cross/Blue Shield and Major Medical coverage shall be changed to cover his/her new circumstances.

In the event of a disability retirement, pursuant to the New York State Retirement and Social Security Law, the above age and service requirements will be waived and coverage will be provided if the employee has completed a minimum of five (5) years of service in the employ of this school district.

Section 4.60 LIFE INSURANCE (CURRENT EMPLOYEE)

The Board of Education shall, at its expense, provide each employee covered by this agreement with a group life insurance policy in the amount of \$20,000 with provision for double indemnity. Effective July 1, 1995 life insurance benefit shall become part of the Cafeteria Plan.

Section 4.61 PAYROLL DEDUCTION

Each employee shall have the opportunity, through payroll deduction, to supplement existing Board-provided life insurance. If the carrier is changed to CSEA administration, the employee shall have the opportunity to purchase all or any portion of this life insurance coverage on a self-paying basis at the prevailing group rate. Premium payments shall be made to the Board. In any event, all Board-provided life insurance for any employee shall terminate upon retirement of the employee.

Section 4.62 LIFE INSURANCE (RETIRED EMPLOYEE)

A. At the time of retirement, employees shall have the opportunity to continue insurance coverage in the Board group at the rate established by the insurance company on a self-pay basis.

B. The maximum insurance available to the retirees (currently \$20,000) shall also depend upon conditions established by the insurance carrier.

C. Payments shall be made directly to the Board of Education on a quarterly basis.

D. Any default of payment shall result in cancellation of the insurance.

Section 4.63 ADDITIONAL INSURANCE

The Board shall allow employees the opportunity to use payroll deduction for payment of additional life insurance or disability or auto insurance or home insurance as provided by and coordinated by the vendor selected so long as it is facilitated by the vendor with CSEA. This means that the District would submit payments in accordance with prevailing policies along with dues deduction to CSEA. Disbursement to the insurance companies is accomplished through the insurance agency engaged by CSEA.

Section 4.70 LIABILITY AND PERSONAL INJURY PROTECTION

A. An employee suffering injury or incurring damage to personal property in the performance of his duties, shall be covered and protected by the Board to the following extent:

1) Injured employees would first use all available personal illness days. When all personal illness days have been exhausted, the employee would then go on direct compensation payments. Personal business days may be used at the request of the employee but will not be reimbursed. At this time, their daily rate of pay would be multiplied by 50 (days) and converted to a lump sum amount. This lump sum would be used to compensate the employee with the difference between their normal daily rate and the amount received from direct compensation. When the lump sum has been exhausted, the employee would then receive payments from compensation as normal until returning to work.

2) The cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as the result of such injuries.

3) Reasonable cost of replacing or repairing dentures, eyeglasses, hearing aids or similar bodily appurtenances not covered by workmen's compensation which are damaged, destroyed, or lost under conditions described in Paragraph A of this article.

4) Upon submission to the Superintendent of adequate proof of the existence of, and damage to, personal property which is not protected by reimbursement from other sources such as insurance, the Board of Education will indemnify employees to a maximum loss of \$500. Such coverage excludes personal property lost or misplaced by the employee or damaged as a result of the employee's neglect. Damage to personal property must have occurred in the discharge of the employee's duties.

B. 1) Employees shall immediately report all cases of assault suffered by them in connection with their employment to their immediate supervisor in writing.

2) A report shall be forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in his/her possession relating to the incident or the persons involved.

C. Written notice of injury or damage to personal property incurred in performance of an employee's duties shall be filed with the superintendent within ten (10) days after the alleged incident if the employee intends to make claim to the Board under the provisions of this article.

D. 1) The Board of Education will save harmless and protect all employees from financial loss arising out of any claim, demand, suit, or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person, or accidental damage to the property of any person, to the extent and in the manner and subject to the conditions, provided by Section 3023 of the Education Law as the same may hereafter be amended.

2) The Board of Education will further provide an attorney or attorneys for, and pay such attorney's fees and expenses necessarily incurred, in the defense of an employee in any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil of the school district to the extent and in the manner, and subject to the conditions provided by Section 3028 of the Education Law as the same may hereafter be amended.

3) Any papers served on a non-instructional employee must be filed with the Board of Education within ten (10) days after they have been received.

E. 1) If any Workmen's Compensation payments are made to the employee during the time the employee is receiving full pay under paragraph A of this article, such compensation payments shall be reimbursed to the Board.

2) Compensation payments received by the Board of Education are used to restore proportionate sick leave credit to the employees.

3) At the expiration of all sick leave credit, compensation payments shall be paid directly to the claimant.

Section 4.80 PROMOTIONAL PAY

Any employee who is promoted to a title in a higher grade shall receive at least the value of one (1) step in the salary classification from which the employee is being moved prior to his/her placement on the salary or hourly rate step of the grade assigned to the title to which he/she is being promoted.

The employee shall be placed on the step in the new classification grade which is nearest his/her adjusted salary or hourly rate without experiencing a loss in that adjusted salary or hourly rate.

ARTICLE V

VACATIONS, HOLIDAYS AND LEAVES

Section 5.10 VACATIONS

Vacations will be scheduled in advance for such times during the year as the school administration finds most suitable. The wishes of the employees and the efficient operation of the unit concerned shall be taken into consideration. The purpose of the plan is to provide annual vacations with pay for all non-instructional employees.

Section 5.11 ELIGIBILITY FOR VACATIONS

A. Employees covered by this Agreement shall receive vacation based on the number of years of continuous service, according to the following schedule:

Two (2) years of service 10 days
Five (5) years of service 15 days
Ten (10) years of service 20 days
Fifteen (15) years of service 25 days
Twenty (20) years of service. 30 days

B. For the purpose of determining eligibility for vacations, the commencement of the fiscal year, July 1st, will be considered as the anniversary date of all non-instructional employees covered by this Agreement with the exception of employees in their second, fifth, tenth, fifteenth, and twentieth years of service as described in Paragraph A of this section.

C. Each employee who has accumulated sufficient service as defined in Paragraph A of this section by July of any year shall be entitled to that amount of vacation during the subsequent year beginning July 1 and ending June 30.

D. For new employees who commence their service before July 1 of any fiscal year, a pro-rata allowance for vacation eligibility shall be determined as follows:

Less than one month service	0 days
Two to three months service	1 day
Four to six months service	2 days
Seven to nine months service	3 days
Ten to eleven months service	4 days
Twelve months service	5 days

E. Those employees whose second, fifth, tenth, fifteenth, and twentieth anniversaries fall after July 1st shall be entitled to receive the additional week of vacation to which their attained service entitles them but the additional week shall be taken only after the actual anniversary date of their employment.

F. If a holiday falls within the employee's regularly scheduled vacation period and the holiday is one that has been designated on the School Calendar, he/she shall be granted equivalent additional vacation for the holiday.

G. Only actual time on the payroll shall be considered in computing length of service.

Section 5.12 SCHEDULING VACATIONS

A. Vacations shall be scheduled in advance with the department head for any time of the year. All individual employee vacation requests shall be returned to the employee, noted as approved or disapproved, and signed by the department head: if disapproved, the reason will be indicated.

B. In an emergency or in case of disability occurring to a planned vacation, a new vacation period may be re-scheduled for a later date when approved by the department head. If such a disability occurs during an employee's vacation any remaining full week of vacation may be re-scheduled with the approval of the department head.

C. Vacations must be scheduled in such a manner that the job will be covered.

Section 5.13 GENERAL REGULATIONS -VACATIONS

A. Vacations shall be taken for at least one week - single days shall not be allowed unless approved by the School Business Administrator.

B. Extra pay in lieu of a vacation shall not be allowed.

C. Advance pay for vacation shall be granted to those employees who submit written request for such advancement at least two (2) weeks prior to the actual starting date of their vacation. Such advance vacation pay must be for a period of not less than three (3) weeks. Written request must be submitted to Administrator for Human Resources.

D. In special cases such as but not limited to family illness, planning for extended vacation and with approval of the School Business Administrator, employees shall be allowed to accumulate vacation time for a period of one (1) year up to a maximum of three (3) weeks. No such request by an employee shall be unreasonably denied.

Ten-month non-instructional personnel who later become twelve-month employees without a break in service shall receive ten twelfths (10/12ths) credit for each year of service prior to becoming a twelve month or full time employee. This service credit is to be counted toward earned vacation time.

Section 5.15 TERMINATION OF SERVICE

Employees resigning or retiring shall be paid a full vacation allowance depending upon their length of service in accordance with the schedule.

Section 5.20 PAID HOLIDAYS

A paid holiday schedule shall be adopted on a year to year basis by the Board of Education after negotiations with the CSEA unit representatives. For the purpose of computing hours worked in a week, a paid holiday shall be considered a day worked.

An employee shall not be eligible for holiday pay if he/she is on any type of leave of absence without pay or if he/she fails to work his/her last regularly scheduled work day prior to and his/her first regularly scheduled workday after such holiday unless absence was previously excused by the School Business Administrator or unless the employee presents proof of the reason for the absence acceptable to the Board. Sixteen (16) paid holidays shall be scheduled each year for employees covered under this Agreement who work twelve (12) months. Employees who work a ten (10) month schedule shall be granted fourteen (14) holidays.

Section 5.30 HOLIDAY DURING VACATION

An employee who is on vacation on any of the paid holidays shall receive an extra day added to his/her vacation for each such paid holiday falling within his/her scheduled vacation.

Section 5.40 SICK LEAVE

Employees shall be entitled to two (2) days per month of employment of annual sick leave with full pay. Employees hired on or subsequent to January 1, 1985 shall be entitled to eighteen (18) sick days per year (one and a half days (1.5) days per month) with full pay.

Employees shall be given an advance of their total annual allowance of sick leave days as of the first official day of employment, and on July 1st each year thereafter. Any employee who takes such advance leave and terminates from the school system prior to having earned the leave on a 2 days-per-month basis (one and a half days (1.5) days per month basis for employees hired after January 1, 1985) shall have deducted from his/her final salary check the amount equal to the number of days taken but not earned. All employees would be allowed to accrue a maximum of 300 sick days plus the current year's balance for retirement and terminal leave calculations only. (224 days plus the year's balance would still be the maximum number of usable personal illness days.)

Employees who have been employed since January 1, 1985 and who have not used any of their eighteen (18) authorized days in a given school year shall be granted an addition of four (4) sick leave days to their accumulated unused leave balance as of the end of that school year.

Section 5.41 EXCUSES

Upon returning after an absence, each employee shall be responsible for presenting a written excuse for his/her absence, stating exact dates and definite reason. Existing administrative procedures shall be followed for the submission of excuses.

A medical certificate shall be furnished in connection with any absence because of illness upon request of the Superintendent of Schools or his delegate. When a member of the non-instructional staff loses time due to surgery, injury, or illness of ten (10) or more consecutive days, a doctor's certificate stating that the employee is able to return to work on a specific date must be presented by the employee to the School Medical Inspector prior to return to duty. When this certificate is approved by the School Medical Inspector, the employee shall file it immediately with his/her department head for appropriate action.

In the event the doctor's certificate is not available at the time the employee is ready to return to duty, the employee's doctor may call the School Medical Inspector authorizing the employee's return to duty, but the doctor's written authorization must be received within three (3) days.

Section 5.42 TEMPORARY LEAVES OF ABSENCE

Each year employees shall be entitled to the following temporary leaves of absence with pay and without deduction from accumulated annual leave except where specifically excluded:

A. Personal Business:

Two (2) days of leave each year for personal business, household, legal, or matters other than sickness, which cannot be otherwise conducted outside work hours, shall be granted upon forty-eight (48) hours written notice to the division administrator. Employees hired before January 1, 1985 shall receive an additional two (2) personal business days for a total of four (4). These days are non-cumulative except that if they are not used, they shall be added to the balance of accumulated annual leave, regardless of the amount. The standard leave request form must be submitted directly to the office of the division administrator. The employee shall be notified by the division administrator whether the request has been approved. In cases of emergency, the request may be made by telephone to the division administrator without the normal forty-eight (48) hour notice, but written requests must follow within seventy-two (72) hours of the date of return from the leave.

Personal leave may not be approved when an excessive number of applications for the same day is received. Personal leave shall not be allowed on any day adjacent to a holiday or regular vacation unless it can be shown that the occasion for the leave cannot possibly be transferred to another date, and the reason for the leave would ordinarily be acceptable.

Except in the above cases concerning leaves adjacent to a holiday or a regular vacation, no reason for personal leave need be given when requesting such leave. Misuse of any personal leave may result in loss of pay.

B. Meetings:

Time necessary for official voting delegates to attend the annual organization meetings of the county, State CSEA, and the Bi-Annual meeting of AFSCME shall be provided as stated herein. Also, a total of twenty-five (25) CSEA days per year shall be set aside for attendance by

CSEA representatives at meetings other than annual organization meetings, without loss of salary. Such request shall be submitted in writing to the Administrator for Human Resources by the President of CSEA for approval at least thirty (30) days prior to the meeting. This leave shall not affect the two (2) days leave authorized individual employees for personal business.

C. Meetings: CSEA Attendance

When it is necessary for the President of the CSEA or his/her designee to engage in CSEA activities directly relating to CSEA duties as representative of the employees covered by this Agreement which cannot be performed other than during working hours, upon approval of the Administrator for Human Resources or his/her representative, and upon reasonable notice, the President of CSEA shall be given such time without loss of pay as is necessary to perform such duties. The CSEA and President of CSEA recognize and agree the privileges outlined shall not be abused.

D. Union Leave:

Any employee in the bargaining unit who is elected as an Officer of the Region or Statewide Union, is appointed to serve on a Union Committee or is selected as the representative of his/her Local to the Statewide Board of Directors shall be provided with time off from work without loss of pay or leave benefits which is necessary to carry out the responsibilities of the office to which he/she is appointed. CSEA agrees to reimburse the District the employee's daily rate of pay for each day actually taken by the employee under this provision as well as for their benefits which the employee is provided and which causes the District to expend funds over and above the employee's daily rate of pay for those benefits (e.g. FICA and Retirement contributions). The extent of the Union's liability shall be limited to the daily cost of his/her wages and benefits for each day the employee actually uses the leave provided herein.

E. Legal Proceedings:

Time necessary shall be granted for appearances in legal proceedings connected with the employee's employment with the school system, for the performance of jury duty or because he/she has been subpoenaed in a legal matter in which he/she is not personally involved. An employee taking such leave shall reimburse the School District for any fees he/she receives as a juror witness.

F. Family Illness and Death:

Each employee covered under this contract shall be allowed leave for up to five (5) days per year without loss of pay or other leave credits for the death(s) of the family members listed in this subdivision F. If the aforementioned days are used by an employee during any fiscal year and another death(s) occurs in the same fiscal year of a family member(s) set forth below, the employee may use up to a maximum of five (5) days of accumulated sick leave for each instance of death of those family members.

Father	Mother-in-Law	Niece
Mother	Father-in-Law	Direct Brother-in-Law
Son	Grandmother	Direct Sister-in-Law
Daughter	Grandfather	Direct Daughter-in-Law
Brother	Aunt	Direct Son-in-Law
Sister	Uncle	Granddaughter
Husband	Nephew	Grandson
Wife	Any member of the immediate household	

When an employee has the responsibility for the care of a relative, a maximum of five (5) days per year may be taken from accumulated leave. In reporting leave under the provisions above, the employees must state the relationship of the party concerned.

G. Religious Reasons:

Up to two (2) days for religious reasons which specifically require absence during working hours. Those who are unable under any circumstances to accommodate their religious obligations to their work schedule shall be granted a third day.

H. Voting:

New York State Election Law Section 226 provides that if an employee has fewer than (4) consecutive hours of voting time he/she may take off so much working time as well, when added to his/her voting time outside his/her working hours, to enable him/her to vote, but not more than two (2) hours of which shall be without loss of pay provided that he/she shall be allowed time off for voting only at the beginning or end of his/her working shift as the employer may designate unless otherwise mutually agreed.

Section 5.50 SICK LEAVE BANK

A sick leave bank (SLB) shall be implemented for use by employees whose accumulated sick leave has been exhausted as a result of a long term catastrophic illness or injury.

Review Committee - A mutually representative committee shall be established to review and approve or disapprove requests for withdrawal from the bank, keep records of membership, and maintain an appropriate level of days for use in the bank. The Review Committee shall call upon participants for contributions of two (2) additional days whenever the Committee, as a whole, feels a need.

Membership - Participants of the plan shall consist of all employees, regardless of their classification. New employees shall be eligible for membership after one year and one day of employment.

Contributions - An initial contribution of each eligible member shall be two (2) sick leave days. Sick Bank Members who retire with more than 300 accumulated sick days shall have the excess number of days over 300 added to the sick bank.

Withdrawals - Applicants may request a withdrawal from the Review Committee upon exhausting all leave accruals and upon having been absent due to a long term catastrophic illness for at least thirty days including the balance of their accumulated sick leave. Withdrawals may only be made in connection with a long term illness, or injury of a participant or in the case where a participant's accumulated sick leave has been exhausted as a result of long term illness or injury. This shall not include illness or injury of another member of a participant's family or time taken to assist such other family members.

In the event a participant is incapacitated and unable to request a withdrawal for himself, a member of the participant's family may prepare a sick leave withdrawal request.

Each request must be accompanied by a statement signed by a physician, confirming the nature of the illness and the anticipated duration of the disability.

A participant shall not receive a withdrawal of more than thirty (30) days at one time. Additional leave requests may be made by a participant after the thirty (30) day grant, but it must be resubmitted to the Committee for review. No more than a total of sixty (60) days can be taken during a school year.

The Committee has the right to disapprove a sick leave withdrawal request for appropriate reasons, including improper use of accumulated sick leave by the participant.

A participant's membership in the SLB shall terminate upon the employee's termination of employment, and a failure to contribute to the bank as requested by the Committee.

ARTICLE VI

SAFETY AND HEALTH

The Board of Education and CSEA will jointly continue to promote an efficient and accident-free safety program beneficial to employer and employee.

Section 6.10 SAFETY CONTROL BOARD

A Safety Control Board shall be established with three (3) members of the CSEA serving on the Board with three (3) Department Heads.

Section 6.20 SAFETY INSPECTIONS

Safety inspections shall be conducted in each building of the school plant by the Safety Control Board.

Reports of these inspections shall be submitted to the Asst. Administrator Operations & Maintenance and the Safety Control Board. Any recommendation by the Safety Control Board shall be forwarded to the Board of Education Committee on Buildings, Grounds, and Purchasing and the Assistant Administrator for Operations and Maintenance.

Any hazardous conditions shall be reported at once to the building principal, or CSEA president who shall determine the hazard and who has the power to stop work until the hazard has been eliminated.

Section 6.30 VIOLATIONS

Any deliberate violation of safety and health regulations by any employee may lead to punitive action.

Section 6.40 LIMITATIONS ON OPERATION OF BOARD VEHICLES

No employee of the Board of Education shall be required to ride anywhere on a Board vehicle except in a place approved for that purpose by the Safety Control Board and shall not be requested to violate a law.

Section 6.50 PROTECTIVE CLOTHING

Safety equipment shall be provided by the Board of Education when the use thereof is a requirement of the job. Determination of requirements shall be made by the Safety Control Board.

The Board will provide protective clothing for jobs requiring such clothing. The District shall provide each cafeteria employee with an initial pair of rubber gloves of the Board's choosing. Each employee shall receive a new pair of gloves as needed by turning in the worn pair of gloves to his or her immediate supervisor.

No reimbursement shall be made to employees for loss or damage to personal clothing.

ARTICLE VII GRIEVANCE PROCEDURE

Section 7.10 PURPOSE

It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances of non-instructional employees through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal, and by which the Board and its employees are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

Section 7.20 DEFINITIONS

A. **Grievance** shall mean any claimed violation, misinterpretation or inequitable application of this agreement or of laws, rules, procedures, regulations, administrative orders or work rules of the Board, which relate to or involve terms and conditions of employment; provided, however, that such terms shall not include the discharge or discipline of an employee where such matter is subject to a hearing under the Civil Service Law, and further provided that neither the term Grievance nor this Grievance Procedure shall refer to, include or apply to any disciplinary procedures under the Civil Service Law.

B. **Immediate Supervisor** shall mean the person so designated by the Board's organization chart.

C. **Aggrieved Party** shall mean any person filing a grievance who is represented by the negotiating unit.

D. **Grievance Committee** is the committee created and constituted by the CSEA to administer this procedure on behalf of the CSEA.

E. **Party in Interest** shall mean the Grievance Committee and any party named in the grievance other than the aggrieved party.

F. **Hearing Officer** shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

G. **Days** shall be calendar days, excluding Saturdays, Sundays, and paid holidays.

H. **Representative** shall mean any individual selected by the aggrieved or designated by CSEA.

Section 7.30 PROCEDURES

A. All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this Agreement and/or policies involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance occurred, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

B. Except for informal decisions at Stage 1 (a), all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the aggrieved party.

C. The processing of the grievance shall be conducted at a time mutually agreed and, if held during the employee's or the representative's scheduled hours of work, shall not result in loss of pay.

D. The Board and the CSEA agree to facilitate any investigation which may be required and to make available any and all materials and relevant documents, communications and records concerning the alleged grievance to the extent permitted by law and common rules as to privileged and confidential communications.

E. Except as otherwise provided in Stage 1 (a) and (b), an aggrieved party or his or her representative shall have the right at all stages of a grievance to confront and cross-examine all witnesses to testify and to call witnesses on his or her own behalf, to be furnished with a copy of any official minutes of the proceedings made at each and every stage of this grievance procedure.

F. No interference, coercion, restraint, discrimination or reprisal of any kind shall be taken by the Board or by any member of the administration or the CSEA against the aggrieved party, any representative, any member of the Grievance committee or any other participant in the grievance procedure or any other person or reason of such grievance of participation therein.

G. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, or other necessary documents shall be jointly developed by the Board and the CSEA. The Superintendent of Schools shall then have them printed and distributed to facilitate operation of the grievance procedure.

H. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

I. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted, provided the adjustment is not inconsistent with the terms of this Agreement and the CSEA has been given an opportunity to present at such adjustment and to state its views of the grievance. In the event that any grievance is adjusted without formal determination pursuant to this procedure, while such adjustment shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in the future proceedings.

J. The Superintendent of Schools shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of written grievance, all exhibits, transcripts, communications, official minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1 (a) and all written decisions at all stages. Official minutes shall be kept at Board expense of all proceedings in Stages 2, 3 and 4. A copy of such minutes shall be made available to the aggrieved party as soon as possible but no later than five (5) days after the conclusion of hearings at Stages 2, 3 and 4. The appropriate hearing officer shall be advised of any errors in said minutes within two (2) days thereafter. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be made available for inspection and/or copying by the aggrieved party, the Grievance Committee and Board.

K. The existence of the procedure hereby established shall not be deemed to require any employee to pursue the remedies here provided and shall not in any manner, impair or limit the right of the employee to pursue any other remedies available in any other forms so long as they

are not inconsistent with the terms of this Agreement. The aggrieved party may be represented by legal counsel at his or her own expense.

Section 7.40 TIME LIMITS

A. **Procedures** - The number of days indicated at each level below should be considered as maximums and every effort should be made to expedite the process. The time limits may be extended by mutual consent in writing by the authorized representatives of each party. The processing of any grievance involving a group or class of employees in more than one school or department, or broad policy questions, may be begun by mutual consent, at the second stage.

B. If a decision at one stage is not appealed to the next step of the procedure within the time limit specified, the grievance shall be deemed to be discontinued and further appeal under this agreement shall be barred.

C. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party within the specified time limit shall permit the lodging of an appeal by the aggrieved party and the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

D. The right to file a grievance under this article shall exist only within the thirty (30) day period immediately following the known occurrence of the alleged violation of any provision of this agreement.

Section 7.50 STAGES

Stage 1: Immediate Supervisor

A) The party or parties in interest having a grievance shall discuss it with his/her immediate supervisor, either directly or through a representative, with the objective of resolving the matter informally. The immediate supervisor shall confer with all parties in interest, but in arriving at his/her decision, shall not consider any material or statements without the aggrieved party having opportunity for comment or argument. If the employee submits the grievance through a representative, the employee may be present during the discussion of the grievance.

B) If the grievance is not resolved informally, it shall be reduced to writing and presented to the immediate supervisor. Within two (2) days after the written grievance is presented to him/her, the immediate supervisor shall, without any further consultation with the aggrieved party, render a decision thereon in writing.

Stage 2: Division Administrator

If the party or parties in interest initiating the grievance are not satisfied with the written decision at Stage 1 and wishes to proceed further under this grievance procedure, the employee shall, within two (2) days after having received the written decision, present the grievance to the Grievance Committee for its consideration. If the Grievance Committee determines the grievance is meritorious and that appealing it is in the best interest of the school system, then it shall file a written appeal to the division administrator, herein defined as the person shown on the organization chart. Within five (5) days after the grievance is presented to him/her, the division administrator shall render a decision thereon in writing.

Stage 3: Superintendent of Schools

A) If the party or parties in interest initiating the grievance are not satisfied with the written decision at Stage 2 and wish to proceed further under this grievance procedure, the employee shall within five (5) days after having received the written decision, present the grievance to the Grievance Committee for its consideration. If the Grievance Committee determines the grievance is meritorious and that appealing it is in the best interest of the school system, then it shall file a written appeal with the Superintendent for his/her consideration.

B) Within five (5) days after receipt of the appeal, the Superintendent shall hold a hearing with the aggrieved party.

C) The Superintendent shall render a decision on the grievance within five (5) days after the conclusion of the hearing.

Stage 4: Arbitration

A) There shall be a maximum of 3 stages for any grievance before the arbitration stage.

B) If the aggrieved party or parties in interest are not satisfied with the decision at Stage 3 and wish to proceed further under this grievance procedure, the employee may submit the grievance to arbitration by written notice to the Grievance Committee for its consideration. If the Grievance Committee determines the grievance is meritorious and that appealing it is in the best interest of the school system, then it shall file a written appeal to the Board within fifteen (15) days after receiving the written decision at Stage 3.

C) The Board and CSEA shall refer the matter directly to the Public Employees Relations Board for the appointment of an arbitrator if the PERB has established procedures for

so doing; or, if not, to the NYS Mediation Board. The parties shall then be bound by the rules and procedures of said Board as to the selection of an arbitrator.

D) The selected arbitrator shall hear the matter promptly and shall issue his/her decision to the Board not later than fourteen (14) calendar days from the date of the close of the hearing or, if oral hearings have been waived, from the date when the statements and proofs are finally submitted to him/her. The arbitrator's decision shall be in writing and he/she shall set forth his/her findings of fact, reasoning, and conclusions upon the issues.

E) The arbitrator shall limit his/her decision strictly to the interpretation and applications of provisions of this Agreement or of the laws, rules, procedures, regulations, administrative orders, or work rules referred to in the above definition of "grievance" and shall be without authority or jurisdiction to modify or amend the same decision contrary thereto or otherwise contrary to law.

F) The decision of the arbitrator shall be final and binding upon all parties, unless either the aggrieved or the Board institute legal proceedings to further adjudge the case.

G) The costs and expenses for the services for the arbitrator, including per diem expenses, if any, and actual travel and subsistence expenses, shall be borne equally by the Board and CSEA.

ARTICLE VIII

PERSONNEL CHANGES

Section 8.10 VACANCIES

A. New York State Civil Service Law shall be followed where applicable.

B. Fully qualified applicants who have been employed by the Board of Education shall be given preferred consideration for appointed positions.

C. As a matter of Board Policy, all job vacancies shall be posted in all Board of Education buildings. Job postings will specify the department and two (2) specific geographic areas: LaSalle and Downtown areas. All job postings shall contain job descriptions that are worked out mutually by the representatives of the parties to this agreement prior to the postings being distributed.

D. The Board agrees to send a memorandum to all buildings at the beginning of each fiscal year requesting anyone desirous of making a change in position or location to inform his/her department head, with a copy of each request to CSEA.

E. Every effort shall be made to fill job vacancies within a reasonable time after the final filing date. Any employee who files an application for a posted job opening shall be granted a reply in writing as to the disposition of his/her application and the reasons therefore.

F. All employees who are on a ten (10) month schedule who wish to be notified of job openings, shall be mailed such job postings upon their written request for such mailings to the School Business Administrator.

G. Voluntary Transfer

1. In the event of a vacancy within the bargaining unit for which three (3) applications for transfer have been filed, one of the three most senior applicants shall be granted the position. After eight (8) weeks of trial service in the new position, the transferee may be retained or reassigned to his or her previous position.

2. If there are fewer than three (3) transfer applicants for the vacant position, the position may be filled by transfer of one of the remaining applicants, or by the promotional process as outlined in Section 8.30D.

H. Redeployment (Involuntary Transfer)

Redeployment shall constitute involuntary regrouping/reassignment of employees within a job classification/unit. When it becomes necessary to regroup affected functions, then:

1. The District and the Union shall meet to design a plan to affect such a regrouping.

2. The plan will then be presented to the affected staff for awareness of the plan, and for comments or suggestions that may help to achieve the objective.

3. When a plan is finalized and agreed upon by the District and the Union, then the affected employees will submit requests for reassignment within the reorganized group in order of three (3) preferences. Whenever possible, reassignments will be granted on the basis of seniority.

4. If certain positions are not filled voluntarily in the above manner, then the remaining assignments will be given to the least senior of the unassigned employees by rank of seniority.

Section 8.20 SENIORITY

Employees shall accrue both system-wide and departmental seniority. System seniority shall be computed on a system-wide basis for the purpose of computing vacations, sick leave, and any employee benefits offered on a system wide basis. It shall be defined as uninterrupted continuous service in the school system. When an employee's services are terminated and he/she is later rehired, the employee shall begin a new period of seniority except in the instances of layoff or when an employee is rehired within one (1) year of termination. Notwithstanding the language of this Section 8.20 all employees hired after July 1, 1987 shall accrue seniority from the date they are appointed to a position title by the Board of Education. Departmental seniority shall be computed for the purpose of promotion within the department as outlined in Section 8.30, Promotional Policy, and for the scheduling of vacations. Departmental seniority shall be defined as uninterrupted continuous service in a department of the school system.

A twelve (12) month provisional employee who subsequently becomes a permanent twelve month employee shall receive full credit toward system seniority. Any ten (10) month employee who becomes a twelve (12) month employee shall receive 10/12ths credit for each year of service toward system seniority unless otherwise determined by Civil Service Law, prior to becoming a twelve (12) month or full time employee.

Section 8.30 PROMOTIONAL POLICY

A. All vacancies in the promotional positions shall be posted in all Board of Education buildings clearly setting forth the minimum qualifications for the position, the illustrative duties, salary, and filing dates. Such notice shall be posted as far in advance as possible, at least fifteen (15) days before the final date of application.

B. All appointments to vacancies shall be made without regard to age, sex, race, creed, color, religion, nationality, or marital status unless based on bonafide occupational qualifications.

C. The President of the Union (CSEA) shall be notified by the employer, in writing, of all vacancies in the bargaining unit occurring by reasons of resignation, retirement, or promotion. The employer shall also notify the Union President of all new hires within the bargaining unit, their names, addresses, and positions within fifteen (15) days of their hire.

D. For positions below the level of Supervisor, the employer (Board of Education) shall fill such job openings from among those employees who have applied and who meet the minimum standards of the job requirements provided that if there is more than one (1) employee who is qualified, ability, and qualifications shall be given primary consideration, the most able and qualified to be promoted. Where ability and qualifications are determined to be equal, the most senior employee shall be promoted. The CSEA shall be entitled to name and place an observer on the Superintendent's AD HOC Committee established for the purpose of interviewing and recommending candidates for promotion to or from any unit jobs. Confidentiality of the recommendations prior to public Board action shall be respected. The CSEA shall have representation, but not majority representation, on a committee established to develop a weighting system to apply to the established criteria used in interviewing and nominating candidates to the abovementioned promotional positions.

E. Whenever a job opening occurs within the bargaining unit and the job is of a competitive nature within the scope of the Civil Service Law, then the normal procedures provided by the rules and regulations of the Civil Service Law shall prevail. In the absence of an established Civil Service list of eligible applicants, the selection shall be made in accordance with the procedures set forth in this section.

Section 8.40 CHANGES IN PROCEDURES OR CONDITIONS OF EMPLOYMENT

A. Except in emergencies, any change in normal operating procedures, standing work order, or working conditions affecting any employees shall be forwarded, in writing, to the CSEA at least ten (10) days prior to the proposed effective date of such change.

B. If the CSEA wishes to discuss or offer alternate proposals for changes in procedures, work orders, or conditions affecting employees, for the Board of Education's consideration, the CSEA must request a meeting with the Board of Education at least five (5) days prior to the proposed effective date of such changes.

ARTICLE IX

Section 9.10 RETIREMENT SYSTEM

All full-time competitive and non-competitive employees of the Board of Education must belong to the Social Security System and the New York State Employees Retirement System.

Those employed in the laboring class or part time may elect to join the Retirement and Social Security Systems.

The Board of Education will provide all permanent employees covered by this Agreement the non-contributory "1/50th" Improved Twenty (20) Year Career Retirement Plan as provided by Section 75-I of the Retirement and Social Security Law as well as Section 41(j) of such law.

Information concerning benefits and retirement may be obtained from the Office of Human Resource Administrator, or the State Retirement Board, New York State Employees Retirement System, The Governor Smith State Office Building, Albany, New York, 12225.

Section 9.20 TERMINAL LEAVE PAY

A. Any employee who retires, who is laid off from employment, who is disabled or who resigns after ten (10) years of service and vests his or her rights in the New York State Employees Retirement System shall receive terminal leave pay based on the following factors.

1. One and one-half (1 1/2%) percent of their unused sick leave balance, including unused accumulated personal leave as provided in Article 5, Section 5.42 of this Agreement.
2. Years of service in the Niagara Falls Public Schools.
3. Eighty-five (85%) percent of per diem rate of pay which shall be based on the highest annual base salary that the employee received. Effective July 1, 1992, the percentage was changed to eighty-five (85%).

B. Accordingly, terminal pay should be calculated through the use of the following formula:

$$.015 \times (n) \quad (.85 \times \text{p.d.r.}) = T$$

Effective July 1, 1992 the formula is:

$$.015 \times (n) \quad (.85 \times \text{p.d.r.}) = T$$

x = number of days unused sick leave

n = years of service in Niagara Falls Schools

p.d.r. = per diem rate of pay. The per diem rate of pay shall be based on the highest annual base salary the employee received while employed by the District.

C. Terminal pay shall be paid to an employee's estate when death occurs while still employed with the Board of Education for unused sick leave.

Section 9.21 TERMINAL LEAVE PAYMENT

The following procedures are established for terminal leave pay for all employees covered under this agreement who retire:

1. The District agrees to make a non-elective employer contribution in the amount established by Article IX, Terminal Leave Pay, of the District/CSEA collective bargaining agreement, subject to the contribution limits as outlined in the Internal Revenue Code, Section 415C.

2. The non-elective employer contribution (also known as terminal leave pay) is available to all employees who meet the requirements of Article IX, and who submit an irrevocable letter of resignation having an effective date of July 1 or at least 30 days before the effective date of retirement.

3. Coinciding with the date of employee's final paycheck, the terminal leave pay will be remitted to ING Opportunity Plus or successor, a qualified 403 (b) plan administered through Carroll Financial Services, Denn Financial Services, or successor, for the benefit of the employee.

4. Should the District be unable to fund the entire terminal leave in the current year due to IRC Section 415 limits, the District will remit the maximum allowable in the current year and the remainder will be remitted by January 31 of the following year in accordance with Section 415 of the IRC concerning up to "5 years of post-retirement deposits."

5. For purposes of Tier 1 members with membership dates prior to June 17, 1971, the employer contribution will be reported as non-regular compensation to the New York State Employees' Retirement System. In the event that the employee's terminal leave pay exceeds acceptable Internal Revenue Code contribution limits, the employer agrees to pay any excess over the limits as compensation to the employee in the year of retirement.

ARTICLE X

LAYOFF AND RECALL PROCEDURE

Where, because of the economy, consolidation, or abolition of functions, curtailment of activities or otherwise, positions such as probationary, and temporary positions, shall be laid off first. Thereafter, other employees shall be laid off in reverse order of seniority (i.e. least senior employee first). An employee who has been laid off from his/her classification may displace the least senior employee in the same or lower rated classification in his/her seniority group if:

1. The laid off employee has the skill, ability, and experience needed to perform the work of the classification.
2. The laid off employee has more seniority than the least senior employee within the classification.

The employee who is displaced may then exercise the displacement rights in this paragraph with respect to any same or lower rated classification in his/her seniority group. An employee who is laid off or displaced from his/her classification and who does not displace another employee will be laid off from the work force. An employee shall be given at least two (2) weeks notice of layoff or two (2) weeks pay in lieu thereof.

Preferred List and reinstatement therefrom:

Where such employees have been laid off in accordance with the above section, the Administrator for Human Resources shall establish a preferred list showing the employee's name, title or position, date of appointment and the date of and reason for such layoff. This list shall be provided to the Union President. It shall be the duty of the Administrator for Human Resources to place the name of such employee upon a preferred list, together with others who may have been laid off from the same or a similar position in the bargaining unit for the filling of

vacancies; first, in the same or similar position; second, in any position in a lower grade; third, in any comparable position. No other name shall be certified from any other list for any other position until such preferred list is exhausted. The eligibility for reinstatement of persons whose names appear on such preferred list shall not continue for a period of longer than four (4) years from the date of such layoff. Such order of reinstatement to a vacancy in an appropriate position shall be made in order of their original appointments.

Notice of recall shall be sent by registered or certified mail, return receipt request, to the last known address of the employee and a copy of such notification shall be given to the Union President.

The President of the Union shall be notified of all anticipated layoffs.

In all cases of layoff or reduction of the work force, it shall be the duty of the employer to take all steps possible to effect such reduction through normal attrition.

ARTICLE XI

EXTENDED LEAVES OF ABSENCE

Section 11.10

Employees covered under this agreement who request a pregnancy disability leave shall be granted the aforementioned leave with pay. The leave time taken shall be deducted from the accumulated paid leave of the employee desiring the leave. Notwithstanding the above, an employee who does not wish to use her accumulated leave or who does not have any accumulated leave shall be granted an unpaid leave in accordance with Section 3 below. The affected employee shall submit a written application for the leave to the Administrator for Human Resources one (1) month prior to the date the leave is to begin except in cases of emergency. The application shall be accompanied by a physician's statement attesting to the employee's physical fitness to remain on active duty. The employee's pregnancy disability leave shall commence on the date her physician determines that she is no longer able to perform the duties of her position. From such day until her physician determines that she is ready to return to work, the employee shall be allowed to use her accumulated paid leave credits or shall be allowed an unpaid leave of absence as provided in Section 11.12 of this Article.

In the event the employee exhausts her accumulated paid leave prior to becoming medically fit to return to duty, the employee shall be placed on leave without pay until such time as she is able to return.

An employee on pregnancy disability leave shall be reinstated, if she so desires, within one (1) week of the date she obtains a statement from her physician confirming the fact that the employee is able to return to work and delivers such statement to the Administrator for Human Resources, or the employee shall be allowed a child rearing leave in accordance with Section 11.11 of this Article.

Section 11.11 CHILD REARING LEAVE

Child rearing leave without pay shall be granted an employee at the expiration of her maternity leave as set forth in Section 11.10 if she requests such leave. An employee shall be granted a child rearing leave for a period of up to two (2) years. The duration of the child rearing leave shall be stated in the request for leave. Extension of the leave beyond two (2) years may be granted at the discretion of the Board of Education. The leave request shall be sent or delivered to the Administrator for Human Resources who shall approve the leave and any extensions up to two (2) years by sending the employee a letter(s) granting the leave or any extension.

Section 11.12 EXTENDED ILLNESS LEAVE

An employee covered under this Agreement whose personal illness extends beyond the period of accumulated leave shall be granted a leave of absence for up to two (2) years without pay. The duration of the leave shall be determined by the employee in consultation with his or her physician. The employee shall notify the Administrator for Human Resources of the approximate period of the leave.

ARTICLE XII LABOR MANAGEMENT COMMITTEE

Section 12.10

The Union and the Board of Education agree to establish a Labor Management Committee for the purpose of discussing and attempting to resolve problems which may arise outside this Agreement. The Committee's recommendations, if any, shall be advisory only.

The Committee shall comprise three (3) members selected by the Union and three (3) members selected by the Board of Education. The Committee shall be convened within five (5) days following written notice from one (1) party to the other that its representative wishes the Committee to meet.

Section 12.11

Effective July 1, 1994, it is agreed that an extensive study of the restructuring of various departments be conducted through the Labor Management Committee.

ARTICLE XIII AGENCY SHOP FEE

See Article 2. Section 11

ARTICLE XIV LUNCHROOM AND SMOKING FACILITIES

A subcommittee of Union and Administrative representatives shall be established to study lunchroom and smoking facilities for non-instructional staff in all buildings. Mutual recommendations are to be in place by September 1990.

ARTICLE XV JOB TRAINING

The employer shall implement a job training program to encourage its employees to prepare themselves for promotional opportunities in the future. The employer and the Union agree to meet and discuss this issue under the provisions of Article XII, Labor Management Committees. Both parties agree to implement this program prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the Official Representatives of each party sets his hand this
6th day of February, 2006.

Jeffrey Pasquantino

President

Niagara Falls School Systems

Unit 7696

Local #872

**Civil Service Employees
Association, Inc.**

Dominic J. Luna

C.S.E.A. Staff Negotiator

Negotiations Team

Jeffrey Pasquantino

Patrick Cristiano

Patricia Marra

Linda Cafarella

Earl Smeal

Laura Skalski

Russell Petrozzi

President

Niagara Falls City School District

Carmen A. Grant

Superintendent of Schools

Philip J. Mohr

Chief Board Negotiator

(Original Signatures on File)

N.P.—No Pay
PD.—Paid

ADDENDUM A
NON-INSTRUCTIONAL WORK SCHEDULE

TITLE	Hrs. per Day	Hrs. per Wk.	Daily Schedule	Lunch Period
Assistant Cook	8	40	7:00am-3:00pm	20 min PD
Audio-Visual Technician	8	40	Flexible as per MOA 10/15/03	1/2 hr. N.P
Automotive Mechanic	8	40	7:30am-4:00pm	1/2 hr. N.P
Cleaner	8	40	Varies w/Schools	20 min. P.D.
Cook Manager	8	40	7:00am-3:00pm	20 min PD.
Custodial Services Specialist	8	40	2:30pm-10:00pm	20 min PD.
Custodian	8	8 hr day as per sched. from Business Office		20 min PD.
Energy Educator/Manager	8	40	7:00am-3:00pm	20 min PD
Food Service Helper			Varies w/Schools(over 4 hrs)	20 min PD
General Laborer	8	40	12:00pm-8:00pm	20 min PD
General Repairer	8	40	7:30am-4:00pm	1/2 hr. N.P.
Groundskeeper	8	40	7:30am-4:00pm	1/2 hr. N.P.
Porter	8	40	Varies w/Schools	20 min PD.
Porter - Maintenance Dept.	8	40	Varies w/Schools	20 min PD.
Registered Nurse	7.5	37.5	Varies w/Schools	1 hr. PD.
Safety Officer	8	40	Hrs Set by Bus. Office	1 hr. PD.
Sr. General Repairer	8	40	7:30am-4:00pm	1/2 hr. N.P.
Sr. Groundskeeper	8	40	7:30am-4:00pm	1/2 hr. N.P.
School Clerical Personnel:				
Secondary	7	35	8:00am-3:30pm	1/2 hr. N.P.
Elementary	7	35	8:00am-3:30pm	1/2 hr. N.P.
ALL OTHER EMPLOYEES	7	35	8:30a.m.-4:30p.m.	1 hr N.P.

ADDENDUM B
ANNUALIZED SALARY SCHEDULE 2006-2007

Pay Group	Sub Group	Job Title	Hrs/ Yr.	06-07 Increment	06-07 Minim	06-07 Step 2	06-07 Step 3	06-07 Maxi
I	1	Driver	2080	1312	29289	30600	31912	33223
	2	Asst. Machine Operator	1820	1395	23616	25011	26406	27801
		School Ofc. Support Clerk	1820	1395	23616	25011	26406	27801
		Safety Officer	2080	565	21612	22178	22743	23308
II		Porter	2080	1558	32866	34424	35982	37540
III		Secretary I	1631	1724	30715	32438	34162	35887
		Secretary I (10month)	1517	1436	25596	27033	28469	29906
		Info Tech Specialist	1820	1724	33247	34971	36695	38419
		Sched Attendance Spec	1820	1724	30715	32438	34162	35887
	3	Network Technician	1820	1806	32258	34064	35870	37675
		Computer Appl Splist	1820	1807	28605	30412	32219	34026
		General Laborer	2080	1711	36095	37806	39517	41228
		Groundskeeper	2080	1807	37636	39442	41249	43057
		Stenographer	1820	1807	32255	34062	35869	37675
		Storekeeper	2080	1807	37636	39442	41249	43057
	1	Account Clerk	1820	1889	33867	35756	37644	39533
		Junior Account Clerk	1820	1363	28755	30119	31481	32844
		Purchasing Clerk	1820	1889	33867	35756	37644	39533
		Records Clerk	1820	1363	28755	30119	31481	32844
	2	Secretary II	1820	1971	34405	36375	38346	40317
		Computer Operator	1820	1971	34405	36375	38346	40317
		Custodian	2080	1971	40166	42137	44108	46079
		Sr. Groundskeeper	2080	1971	40166	42137	44108	46079
		District Transp. Coord.	1820	1954	34352	36306	38260	40214
	3	Auto Mechanic	2080	2053	41555	43609	45661	47714
		A/V Technician	2080	2053	41555	43609	45661	47714
		General Repairer	2080	2053	41555	43609	45661	47714
		General Laborer Specialist	2080	2053	41555	43609	45661	47714
V	2	Senior Account Clerk	1820	2219	37630	39849	42068	44287
		Sr. Av Technician	2080	2219	43955	46174	48393	50613
		Sr. General Repairer	2080	2219	43957	46177	48395	50615
		Coord. Gen Repairer	2080	2219	43957	46177	48395	50615
		Sr. Storekeeper	2080	2219	43957	46177	48395	50615
		Sr. Network Technician	1820	2466	38531	40998	43464	45930

ADDENDUM B
ANNUALIZED SALARY SCHEDULE 2006-2007
(continued)

Pay Group	Sub Group	Job Title	Hrs/ Yr.	06-07 Increment	06-07 Minim	06-07 Step 2	06-07 Step 3	06-07 Maxi
VI	1	Secretary III	1820	2302	41882	44183	46485	48785
	2	Stationary Engineer	2080	2383	44242	46624	49008	51391
VII	1	Registered Nurse	1492	1885	34699	36586	38471	40356
		Nurse – Part Time	780	1885	16189			
		Licen. Practical Nurse	1492	1885	19648			
	3	Network Engineer	1820	2493	49881	52374	54868	57361
		Production Control Mgr	1820	2493	49881	52374	54868	57361
		Systems Engineer	1820	2493	52375	54869	57362	59856
	2	Budget Assistant	1820	2549	38678	41228	43777	46326
		Principal Acct. Clerk	1820	2549	38678	41228	43777	46326
VIII	3	Lead Systems Engineer	1820	2580	61100	63679	66259	68839
		Energy Educator/Mgr.	2080	2051	61790	63841	65893	67945
		Cleaner	2080	630	30438	31067	31697	32326
		Building Attendant	1820	959	18403	19362	20323	21282
		Custodial Svcs. Splist	2080	1971	40166	42137	44128	46079

2006-2007 Hourly Rate Schedule

Driver – Student Services \$14.20 per hour

(1) Custodian Position

Additional pay, above the base salary of a custodian, to be as follows:

<u>Location or Duty</u>	<u>Firm Amount</u>	<u>Snow & Pool Amount</u>
Niagara Falls High School	\$3,064	\$300
Admin. Bldg.	\$3,006	\$300
Gaskill Middle School	None	\$300/\$300
LaSalle Middle School	None	\$300/\$300
Niagara Middle School	None	\$1000/\$300
CEC/24 th St.	None	\$1000/\$300
H.F. Abate School	None	\$300/\$300
H.J. Kalfas School	None	\$1000/\$300
Hyde Park School	None	\$1000/\$300
Maple Avenue School	None	\$1000/\$300
Niagara Street School	None	\$1000/\$300
60 th Street School	None	\$1000/\$300
66 th Street School	None	\$1000/\$300
79 th Street School	None	\$1000/\$300
GJ Mann School	None	\$1000/\$300

(2) Stationary Engineering Position:

Additional pay, above the base salary of a Stationary Engineer, to be as follows:

<u>Location</u>	<u>Amount</u>
Niagara Falls High School	\$3,064
Gaskill Middle School	None
LaSalle Middle School	None

Snow removal will be performed as needed to insure all walkways are clear of snow and ice prior to the normal opening of the building. Overtime for pools as needed to be determined by maintenance administration. Additional pay will be separate from the regular salary, but shall be included to compute overtime pay. The above allowances are paid because of snow removal duties, pool duties and firing license requirements. Such allowances shall be payable only during the time when the employee is assigned to a location entitling them thereto according to the above schedule, and allowances to be included in computing overtime and percentage raise.

Repairers required to perform the duties of a "shopperson" on a regular basis will be paid an additional \$.25 per hour over and above their normal rate of pay. Duties and job specifications will be determined by the maintenance administration.

LONGEVITY PROGRAM

Salaried Non-Instructional Employees Longevity Program

Ten (10) Year Employees \$ 850 per year above schedule

Fifteen (15) Year Employees \$1,100 per year above schedule

Twenty (20) Year Employees \$1,500 per year above schedule

Twenty Five (25) Year Employees \$2,000 per year above schedule

Non-Instructional Hourly Employees

Ten (10) Year Employees \$.45 per hour above schedule

Fifteen (15) Year Employees \$.56 per hour above schedule

Twenty (20) Year Employees \$.75 per hour above schedule

Twenty Five (25) Year Employees \$1.00 per hour above schedule

MEDICAL AND SURGICAL PLAN

Refer to Section 4.50.

LIFE INSURANCE

Refer to Section 4.51, III.

2006 - 2007 Cafeteria Fund Hourly Rate Schedule

	<u>Minimum</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Maximum</u>	<u>Increment</u>
Cook	\$16.31	\$16.78	\$17.24	\$17.71	\$0.47
Asst. Cook	\$13.63	\$14.09	\$14.55	\$15.00	\$0.46
Cashier	\$12.90	\$13.35	\$13.81	\$14.26	\$0.46
Food Service	\$12.05	\$12.51	\$12.97	\$13.42	\$0.46

LONGEVITY PROGRAM

Cafeteria Employees

Ten (10) Year Employees	\$.45 per hour above schedule
Fifteen (15) Year Employees	\$.56 per hour above schedule
Twenty (20) Year Employees	\$.75 per hour above schedule
Twenty Five (25) Year Employees	\$1.00 per hour above schedule

MEDICAL AND SURGICAL PLAN

Refer to Section 4.50.

LIFE INSURANCE

Refer to Section 4.51, III.

ADDENDUM C
ANNUALIZED SALARY SCHEDULE 2007-2008

Pay Group	Sub Group	Job Title	Hrs/ Yr.	07-08 Increment	07-08 Minim	07-08 Step 2	07-08 Step 3	07-08 Maxi
I	1	Driver	2080	1329	29669	30997	32326	33655
	2	Asst. Machine Operator	1820	1413	23923	25336	26749	28162
		School Ofc. Support Clerk	1820	1413	23923	25336	26749	28162
		Safety Officer	2080	573	21893	22466	23039	23611
II		Porter	2080	1558	33293	34871	36450	38028
III		Secretary I	1631	1747	31113	32860	34607	36353
		Secretary 1 (10month)	1517	1455	25929	27384	28839	30295
		Info Tech Specialist	1820	1747	33679	35425	37172	38918
		Sched Attendance Spec	1820	1747	31113	32860	34607	36353
	3	Network Technician	1820	1830	32676	34506	36336	38165
	3	Computer Appl Splist	1820	1831	28976	30807	32637	34468
		General Laborer	2080	1733	36564	38298	40031	41764
		Groundskeeper	2080	1831	38124	39955	41786	43616
		Stenographer	1820	1831	32673	34504	36335	38165
		Storekeeper	2080	1831	38124	39955	41786	43616
IV	1	Account Clerk	1820	1914	34306	36220	38133	40047
		Junior Account Clerk	1820	1381	29128	30509	31890	33271
		Purchasing Clerk	1820	1914	34306	36220	38133	40047
		Records Clerk	1820	1381	29128	30509	31890	33271
	2	Secretary II	1820	1997	34851	36848	38845	40842
		Computer Operator	1820	1997	34851	36848	38845	40842
		Custodian	2080	1997	40688	42685	44681	46678
		Sr. Groundskeeper	2080	1997	40688	42685	44681	46678
		District Transp. Coord.	1820	1900	33400	35300	37200	39100
	3	Auto Mechanic	2080	2080	42094	44175	46255	48335
		A/V Technician	2080	2080	42094	44175	46255	48335
		General Repairer	2080	2080	42094	44175	46255	48335
		General Labor Specialist	2080	2080	42094	44175	46255	48335
V	2	Senior Account Clerk	1820	2248	38118	40366	42615	44863
		Sr. Av Technician	2080	2248	44528	46776	49024	51273
		Sr. General Repairer	2080	2248	44528	46776	49024	51273
		Coord. Gen. Repairer	2080	2248	44528	46776	49024	51273
		Sr. Storekeeper	2080	2248	44528	46776	49024	51273
		Sr. Network Technician	1820	2498	39034	41532	44030	46528

ADDENDUM C
ANNUALIZED SALARY SCHEDULE 2007-2008
(continued)

Pay Group	Sub Group	Job Title	Hrs/ Yr.	07-08 Increment	07-08 Minim	07-08 Step 2	07-08 Step 3	07-08 Maxi
VI	1	Secretary III	1820	2331	42425	44756	47088	49419
	2	Stationary Engineer	2080	2414	44818	47231	49645	52059
VII	1	Registered Nurse	1492	1910	35151	37061	38971	40881
		Nurse – Part Time	780	1910	15740			
		Licen. Practical Nurse	1492	1910	19904			
		Network Engineer	1820	2525	50531	53056	55581	58107
		Production Control Mgr	1820	2525	50531	53056	55581	58107
		Systems Engineer	1820	2525	53058	55583	58109	60634
	2	Budget Assistant	1820	2582	39182	41764	44346	46928
		Principal Acct. Clerk	1820	2582	39182	41764	44346	46928
VIII	3	Lead Systems Engineer	1820	2614	61893	64507	67121	69734
		Energy Educator/Mgr.	2080	2078	62594	64672	66750	68828
		Cleaner	2080	638	30831	31470	32108	32746
		Building Attendant	1820	972	18643	19615	20587	21559
		Custodial Svcs. Splist	2080	1997	40688	42685	44681	46678

2007-2008 Hourly Rate Schedule

Driver – Student Services \$14.39 per hour

(1) Custodian Position

Additional pay, above the base salary of a custodian, to be as follows:

<u>Location or Duty</u>	<u>Firm Amount</u>	<u>Snow & Pool Amount</u>
Niagara Falls High School	\$3,064	\$300
Admin. Bldg.	\$3,006	\$300
Gaskill Middle School	None	\$300/\$300
LaSalle Middle School	None	\$300/\$300
Niagara Middle School	None	\$1000/\$300
CEC/24 th St.	None	\$1000/\$300
H.F. Abate School	None	\$300/\$300
H.J. Kalfas School	None	\$1000/\$300
Hyde Park School	None	\$1000/\$300
Maple Avenue School	None	\$1000/\$300
Niagara Street School	None	\$1000/\$300
60 th Street School	None	\$1000/\$300
66 th Street School	None	\$1000/\$300
79 th Street School	None	\$1000/\$300
GJ Mann School	None	\$1000/\$300

(2) Stationary Engineering Position:

Additional pay, above the base salary of a Stationary Engineer, to be as follows:

<u>Location</u>	<u>Amount</u>
Niagara Falls High School	\$3,064
Gaskill Middle School	None
LaSalle Middle School	None

Snow removal will be performed as needed to insure all walkways are clear of snow and ice prior to the normal opening of the building. Overtime for pools as needed to be determined by maintenance administration. Additional pay will be separate from the regular salary, but shall be included to compute overtime pay. The above allowances are paid because of snow removal duties, pool duties and firing license requirements. Such allowances shall be payable only during the time when the employee is assigned to a location entitling them thereto according to the above schedule, and allowances to be included in computing overtime and percentage raise.

Repairers required to perform the duties of a "shopperson" on a regular basis will be paid an additional \$.25 per hour over and above their normal rate of pay. Duties and job specifications will be determined by the maintenance administration.

LONGEVITY PROGRAM

Salaried Non-Instructional Employees Longevity Program

Ten (10) Year Employees \$ 850 per year above schedule

Fifteen (15) Year Employees \$1,100 per year above schedule

Twenty (20) Year Employees \$1,500 per year above schedule

Twenty Five (25) Year Employees \$2,000 per year above schedule

Non-Instructional Hourly Employees

Ten (10) Year Employees \$.45 per hour above schedule

Fifteen (15) Year Employees \$.56 per hour above schedule

Twenty (20) Year Employees \$.75 per hour above schedule

Twenty Five (25) Year Employees \$1.00 per hour above schedule

MEDICAL AND SURGICAL PLAN

Refer to Section 4.50.

LIFE INSURANCE

Refer to Section 4.51, III.

2007 - 2008 Cafeteria Fund Hourly Rate Schedule

	<u>Minimum</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Maximum</u>	<u>Increment</u>
Cook	\$16.52	\$16.99	\$17.47	\$17.94	\$0.47
Asst. Cook	\$13.81	\$14.27	\$14.74	\$15.20	\$0.46
Cashier	\$13.06	\$13.52	\$13.99	\$14.45	\$0.46
Food Service	\$12.21	\$12.67	\$13.13	\$13.60	\$0.46

LONGEVITY PROGRAM

Cafeteria Employees

Ten (10) Year Employees\$.45 per hour above schedule

Fifteen (15) Year Employees \$.56 per hour above schedule

Twenty (20) Year Employees \$.75 per hour above schedule

Twenty Five (25) Year Employees \$1.00 per hour above schedule

MEDICAL AND SURGICAL PLAN

Refer to Section 4.50.

LIFE INSURANCE

Refer to Section 4.51, III.

ADDENDUM D
ANNUALIZED SALARY SCHEDULE 2008-2009

Pay Group	Sub Group	Job Title	Hrs/ Yr.	08-09 Increment	08-09 Minim	08-09 Step 2	08-09 Step 3	08-09 Maxi
I	1	Driver	2080	1346	30054	31400	32747	34093
		Asst. Machine Operator	1820	1431	24234	25665	27097	28528
	2	School Ofc. Support Clerk	1820	1431	24234	25665	27097	28528
		Safety Officer	2080	580	22178	22758	23338	23918
		Porter	2080	1599	33726	35325	36923	38522
II	3	Secretary I	1631	1769	31518	33287	35056	36826
		Secretary I (10month)	1517	1474	26266	27740	29214	30688
		Info Tech Specialist	1820	1769	34117	35886	37655	39424
		Sched Attendance Spec	1820	1769	31518	33287	35056	36826
	3	Network Technician	1820	1853	33101	34955	36808	38661
		Computer Appl Splist	1820	1854	29353	31207	33062	34916
		General Laborer	2080	1756	37040	38796	40551	42307
		Groundskeeper	2080	1854	38620	40474	42329	44183
		Stenographer	1820	1854	33098	34952	36807	38661
		Storekeeper	2080	1854	38620	40474	42329	44183
	1	Account Clerk	1820	1939	34752	36691	38629	40568
		Junior Account Clerk	1820	1399	29506	30906	32305	33704
		Purchasing Clerk	1820	1939	34752	36691	38629	40568
		Records Clerk	1820	1399	29506	30906	32305	33704
	2	Secretary II	1820	2023	35304	37327	39350	41372
		Computer Operator	1820	2023	35304	37327	39350	41372
		Custodian	2080	2023	41217	43239	45262	47285
		Sr. Groundskeeper	2080	2023	41217	43239	45262	47285
		District Transp. Coord.	1820	1925	33834	35759	37684	39608
	3	Auto Mechanic	2080	2107	42642	44749	46856	48963
		A/V Technician	2080	2107	42642	44749	46856	48963
		General Repairer	2080	2107	42642	44749	46856	48963
		Gen Labor Specialist	2080	2107	42642	44749	46856	48963
V	2	Senior Account Clerk	1820	2278	38614	40891	43169	45446
		Sr. Av Technician	2080	2278	45106	47384	49662	51939
		Sr. General Repairer	2080	2278	45106	47384	49662	51939
		Coord. Gen. Repairer	2080	2278	45106	47384	49662	51939
		Sr. Storekeeper	2080	2278	45106	47384	49662	51939
		Sr. Network Technician	1820	2530	39542	42072	44602	47132

ADDENDUM D
ANNUALIZED SALARY SCHEDULE 2008-2009
(continued)

Pay Group	Sub Group	Job Title	Hrs/ Yr.	08-09 Increment	08-09 Minim	08-09 Step 2	08-09 Step 3	08-09 Maxi
VI	1	Secretary III	1820	2362	42976	45338	47700	50062
	2	Stationary Engineer	2080	2445	45401	47845	50290	52735
VII	1	Registered Nurse	1820	1935	35608	37543	39477	41412
		Licen. Practical Nurse	1820	1935	20162			
		Nurse – Part Time	780	1935	15945			
		Network Engineer	1820	2558	51188	53746	56304	58862
		Production Control Mgr	1820	2558	51188	53746	56304	58862
		Systems Engineer	1820	2558	53748	56306	58864	61423
	2	Budget Assistant	1820	2615	39692	42307	44922	47538
		Principal Acct. Clerk	1820	2615	39692	42307	44922	47538
	3	Lead Systems Engineer	1820	2648	62698	65346	67993	70641
		Energy Educator/Mgr.	1820	2105	63408	65513	67618	69723
		Cleaner	2080	647	31232	31879	32525	33172
		Building Attendant	1820	984	18886	19870	20855	21839
		Custodial Svcs. Splist	2080	2023	41217	43239	45262	47285

2008-2009 Hourly Rate Schedule

Driver – Student Services \$14.57 per hour

(1) Custodian Position

Additional pay, above the base salary of a custodian, to be as follows:

<u>Location or Duty</u>	<u>Firm Amount</u>	<u>Snow & Pool Amount</u>
Niagara Falls High School	\$3,064	\$300
Admin. Bldg.	\$3,006	\$300
Gaskill Middle School	None	\$300/\$300
LaSalle Middle School	None	\$300/\$300
Niagara Middle School	None	\$1000/\$300
CEC/24 th St.	None	\$1000/\$300
H.F. Abate School	None	\$300/\$300
H.J. Kalfas School	None	\$1000/\$300
Hyde Park School	None	\$1000/\$300
Maple Avenue School	None	\$1000/\$300
Niagara Street School	None	\$1000/\$300
60 th Street School	None	\$1000/\$300
66 th Street School	None	\$1000/\$300
79 th Street School	None	\$1000/\$300
GJ Mann School	None	\$1000/\$300

(2) Stationary Engineering Position:

Additional pay, above the base salary of a Stationary Engineer, to be as follows:

<u>Location</u>	<u>Amount</u>
Niagara Falls High School	\$3,064
Gaskill Middle School	None
LaSalle Middle School	None

Snow removal will be performed as needed to insure all walkways are clear of snow and ice prior to the normal opening of the building. Overtime for pools as needed to be determined by maintenance administration. Additional pay will be separate from the regular salary, but shall be included to compute overtime pay. The above allowances are paid because of snow removal duties, pool duties and firing license requirements. Such allowances shall be payable only during the time when the employee is assigned to a location entitling them thereto according to the above schedule, and allowances to be included in computing overtime and percentage raise.

Repairers required to perform the duties of a "shopperson" on a regular basis will be paid an additional \$.25 per hour over and above their normal rate of pay. Duties and job specifications will be determined by the maintenance administration.

LONGEVITY PROGRAM

Salaried Non-Instructional Employees Longevity Program

Ten (10) Year Employees \$850 per year above schedule
Fifteen (15) Year Employees \$1,100 per year above schedule
Twenty (20) Year Employees \$1,500 per year above schedule
Twenty Five (25) Year Employees \$2,000 per year above schedule

Non-Instructional Hourly Employees

Ten (10) Year Employees \$.45 per hour above schedule
Fifteen (15) Year Employees \$.56 per hour above schedule
Twenty (20) Year Employees \$.75 per hour above schedule
Twenty Five (25) Year Employees. \$1.00 per hour above schedule

MEDICAL AND SURGICAL PLAN

Refer to Section 4.50.

LIFE INSURANCE

Refer to Section 4.51, III.

2008-2009 Cafeteria Fund Hourly Rate Schedule

	<u>Minimum</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Maximum</u>	<u>Increment</u>
Cook	\$16.74	\$17.21	\$17.69	\$18.17	\$0.48
Asst. Cook	\$13.99	\$14.46	\$14.93	\$15.40	\$0.47
Cashier	\$13.23	\$13.70	\$14.17	\$14.64	\$0.47
Food Service	\$12.37	\$12.84	\$13.31	\$13.77	\$0.47

LONGEVITY PROGRAM

Cafeteria Employees

Ten (10) Year Employees \$.45 per hour above schedule

Fifteen (15) Year Employees \$.56 per hour above schedule

Twenty (20) Year Employees \$.75 per hour above schedule

Twenty Five (25) Year Employees \$1.00 per hour above schedule

MEDICAL AND SURGICAL PLAN

Refer to Section 4.50.

LIFE INSURANCE

Refer to Section 4.51, III.

ADDENDUM E
ANNUALIZED SALARY SCHEDULE 2009-2010

Pay Group	Sub Group	Job Title	Hrs/ Yr.	09-10 Increment	09-10 Minim	09-10 Step 2	09-10 Step 3	09-10 Maxi
I	1	Driver	2080	1364	30445	31809	33172	34536
	2	Asst. Machine Operator	1820	1450	24549	25999	27449	28899
		School Ofc. Support Clerk	1820	1450	24549	25999	27449	28899
		Safety Officer	2080	588	22466	23054	23641	24229
II		Porter	2080	1620	34164	35784	37403	39023
III		Secretary I	1631	1792	31928	33720	35512	37304
		Secretary I (10month)	1517	1493	26608	28101	29594	31087
		Info Tech Specialist	1820	1792	34560	36352	38145	39937
		Sched Attendance Spec	1820	1792	31928	33720	35512	37304
	3	Network Technician	1820	1878	33531	35409	37286	39164
		Computer Appl Splist	1820	1879	29734	31613	33491	35370
		General Laborer	2080	1779	37521	39300	41078	42857
		Groundskeeper	2080	1879	39122	41000	42879	44758
		Stenographer	1820	1879	33528	35407	37285	39164
		Storekeeper	2080	1879	39122	41000	42879	44758
	1	Account Clerk	1820	1964	35204	37167	39131	41095
		Junior Account Clerk	1820	1417	29890	31307	32725	34142
		Purchasing Clerk	1820	1964	35204	37167	39131	41095
		Records Clerk	1820	1417	29890	31307	32725	34142
		Secretary II	1820	2049	35763	37812	39861	41910
		Computer Operator	1820	2049	35763	37812	39861	41910
		Custodian	2080	2049	41752	43802	45851	47900
		Sr. Groundskeeper	2080	2049	41752	43802	45851	47900
		District Transp. Coord.	1820	1950	34274	36224	38173	40123
	3	Auto Mechanic	2080	2134	43196	45331	47465	49599
		A/V Technician	2080	2134	43196	45331	47465	49599
		General Repairer	2080	2134	43196	45331	47465	49599
		Gen. Labor Specialist	2080	2134	43196	45331	47465	49599
V	2	Senior Account Clerk	1820	2307	39116	41423	43730	46037
		Sr. Av Technician	2080	2307	45693	48000	50307	52614
		Sr. General Repairer	2080	2307	45693	48000	50307	52614
		Coord. Gen Repairer	2080	2307	45693	48000	50307	52614
		Sr. Storekeeper	2080	2307	45693	48000	50307	52614
		Sr. Network Technician	1820	2563	40056	42619	45182	47745

ADDENDUM D
ANNUALIZED SALARY SCHEDULE 2009-2010

Pay Group	Sub Group	Job Title	Hrs/ Yr.	09-10 Increment	09-10 Minim	09-10 Step 2	09-10 Step 3	09-10 Maxi
(continued)								
VI	1	Secretary III	1820	2392	43535	45928	48320	50713
	2	Stationary Engineer	2080	2477	45991	48467	50944	53421
VII	1	Registered Nurse	1492	1960	36071	38031	39991	41950
		Nurse – Part Time	780	1960	16152			
		Licen. Practical Nurse	1492	1960	20424			
	3	Network Engineer	1820	2591	51853	54444	57036	59627
		Production Control Mgr	1820	2591	51853	54444	57036	59317
		Systems Engineer	1820	2591	54447	57038	59630	62221
	2	Budget Assistant	1820	2649	40208	42857	45506	48156
		Principal Acct. Clerk	1820	2649	40208	42857	45506	48156
VIII		Lead Systems Engineer	1820	2682	63513	66195	68877	71559
		Energy Educator/Mgr.	2080	2132	64232	66365	68497	70629
		Cleaner	1560	655	31638	32293	36948	33603
		Building Attendant	1820	997	19131	20129	21126	22123
		Custodial Svcs. Splist	1820	2049	41752	43802	45851	47900

2009-2010 Hourly Rate Schedule

Driver – Student Services \$14.76 per hour

(1) Custodian Position

Additional pay, above the base salary of a custodian, to be as follows:

<u>Location or Duty</u>	<u>Firm Amount</u>	<u>Snow & Pool Amount</u>
Niagara Falls High School	\$3,064	\$300
Admin. Bldg.	\$3,006	\$300
Gaskill Middle School	None	\$300/\$300
LaSalle Middle School	None	\$300/\$300
Niagara Middle School	None	\$1000/\$300
CEC/24 th St.	None	\$1000/\$300
H.F. Abate School	None	\$300/\$300
H.J. Kalfas School	None	\$1000/\$300
Hyde Park School	None	\$1000/\$300
Maple Avenue School	None	\$1000/\$300
Niagara Street School	None	\$1000/\$300
60 th Street School	None	\$1000/\$300
66 th Street School	None	\$1000/\$300
79 th Street School	None	\$1000/\$300
GJ Mann School	None	\$1000/\$300

(2) Stationary Engineering Position:

Additional pay, above the base salary of a Stationary Engineer, to be as follows:

<u>Location</u>	<u>Amount</u>
Niagara Falls High School	\$3,064
Gaskill Middle School	None
LaSalle Middle School	None

Snow removal will be performed as needed to insure all walkways are clear of snow and ice prior to the normal opening of the building. Overtime for pools as needed to be determined by maintenance administration. Additional pay will be separate from the regular salary, but shall be included to compute overtime pay. The above allowances are paid because of snow removal duties, pool duties and firing license requirements. Such allowances shall be payable only during the time when the employee is assigned to a location entitling them thereto according to the above schedule, and allowances to be included in computing overtime and percentage raise.

Repairers required to perform the duties of a "shopperson" on a regular basis will be paid an additional \$.25 per hour over and above their normal rate of pay. Duties and job specifications will be determined by the maintenance administration.

LONGEVITY PROGRAM

Salaried Non-Instructional Employees Longevity Program

Ten (10) Year Employees \$ 850 per year above schedule
Fifteen (15) Year Employees \$1,100 per year above schedule
Twenty (20) Year Employees \$1,500 per year above schedule
Twenty Five (25) Year Employees \$2,000 per year above schedule

Non-Instructional Hourly Employees

Ten (10) Year Employees \$.45 per hour above schedule
Fifteen (15) Year Employees \$.56 per hour above schedule
Twenty (20) Year Employees \$.75 per hour above schedule
Twenty Five (25) Year Employees \$1.00 per hour above schedule

MEDICAL AND SURGICAL PLAN

Refer to Section 4.50.

LIFE INSURANCE

Refer to Section 4.51, III.

2009-2010 Cafeteria Fund Hourly Rate Schedule

	<u>Minimum</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Maximum</u>	<u>Increment</u>
Cook	\$16.97	\$17.45	\$17.93	\$18.41	\$0.48
Asst. Cook	\$14.19	\$14.66	\$15.13	\$15.60	\$0.47
Cashier	\$13.42	\$13.89	\$14.36	\$14.83	\$0.47
Food Service	\$12.55	\$13.02	\$13.48	\$13.95	\$0.47

LONGEVITY PROGRAM

Cafeteria Employees

Ten (10) Year Employees \$.45 per hour above schedule

Fifteen (15) Year Employees \$.56 per hour above schedule

Twenty (20) Year Employees \$.75 per hour above schedule

Twenty Five (25) Year Employees \$1.00 per hour above schedule

MEDICAL AND SURGICAL PLAN

Refer to Section 4.50.

LIFE INSURANCE

Refer to Section 4.51, III.

ADDENDUM F

NIAGARA FALLS BOARD OF EDUCATION – CSEA

SUMMARY OF MEDICAL PLAN OPTIONS

Type of Medical Service	PPO – A Plan	PPO – B Plan	POS – C Plan
Primary Care Physician Visit	\$5	\$10	\$15
Well Child Visits & Immunizations	Covered-in-Full	Covered in Full	Covered in Full
Routine Physical Exams	\$5	\$10	\$15
Special Visits	\$5	\$10	\$15
Outpatient Mental Health (30 visits)	\$5	\$10	50%
Outpatient Substance Abuse	\$5	\$10	\$15
Outpatient Surgery	\$5	\$10	\$15
Emergency Room Care	\$35	\$35	\$50
Urgent Care	\$5	\$10	\$15
Ambulance Services	\$50	\$50	\$50
Durable Medical Equipment	20%	20%	20%
Prosthetic Devices	20%	20%	20%
Diabetic Supplies & Equipment	\$5	\$10	\$15
X-Rays	\$5	\$10	\$15
Lab Services (Quest Labs only)	Covered-in-Full	Covered-in-Full	Covered-in-Full
Radiation Therapy	\$5	\$10	\$15
Medically Necessary Chiropractic	\$5	\$10	\$15
Medically Necessary Foot Care	\$5	\$10	\$15
Routine Foot Care	Not Covered	Not Covered	Not Covered
Physical, Occupational & Speech	\$5	\$10	\$15
Inpatient Hospitalization	Covered-in-Full	Covered-in-Full	Covered-in-Full
Inpatient Mental Health	Covered-in-Full 30 days	Covered-in-Full 30 days	Covered-in-Full 30 days
Skilled Nursing Facility	Covered-in-Full 60 days	Covered-in-Full 60 days	Covered-in-Full 60 days
Home Health Care	\$5	\$10	\$15
Mammograms (annual screening)	\$5	\$10	\$15
Prescription Drugs	\$0/\$5	Three Tier \$0/\$15/\$35	Three Tier \$0/\$15/\$35
Dependent/Student Coverage	25/25	25/25	25/25
Out-of-Network Deductible	\$100/\$200	\$100/\$200	\$250/\$500
Out-of-Network Co-insurance	20%	20%	20%
Out-of-Pocket Maximum for Out-of-Network Services	\$2000/\$4000	\$2000/\$4000	\$2000/\$4000

ADDENDUM G

NFBOE CSEA UNION DENTAL BENEFIT COMPARISON

	PREMIER	PREMIER	BASE	BASE
Benefit	In-Network	Out-of-Network	In-Network	Out-of-Network
Preventive and Diagnostic Services that include * Exams * Cleanings * X-Rays	100%	100% of Delta Dental reasonable and customary allowance	100% of Delta Dental reasonable and customary allowance	100% of Delta Dental reasonable and customary allowance
Basic Services that include: Fillings Extractions Oral Surgery Endodontics Periodontics	100%	100% of Delta Dental reasonable and customary allowance	Schedule of Allowance *Approximately 30% of Procedure Cost	Schedule of Allowance *Approximately 30% of Procedure Cost
Major Restorative services that include: * Bridges * Crowns * Dentures	100%	100% of Delta Dental reasonable and customary allowance	Schedule of Allowance *Approximately 30% of Procedure Cost	Schedule of Allowance *Approximately 30% of Procedure Cost
Orthodontics: *Dependents to age 19 *Lifetime maximum \$2,000	50%	50% of Delta Dental reasonable and customary allowance	Schedule of Allowance *Approximately 30% of Procedure Cost	Schedule of Allowance *Approximately 30% of Procedure Cost
Annual Deductible	\$ 0	\$ 0	\$ 0	\$ 0
Annual per person Maximum	\$1,500	\$1,500	\$1,500	\$1,500
Dependents	Children to age 25 Students to age 25	Children to Age 25 Students to age 25	Children to Age 25 Students to age 23	Children to age 23 Students to age 23

Delta participating dentists accept the Delta allowances as payment in full. Delta participating dentists are paid directly by Delta Dental and by agreement cannot bill the patient more than the applicable deductibles (if any) or co-payments (if any) for services provided. Out of network dental services are reimbursed directly to the employee, and the employee is responsible for all payment to a non participating dental provider.

ADDENDUM H
VISION COVERAGE
NIAGARA FALLS BOARD OF EDUCATION VISION PLAN
COVERAGE

Vision Exam – once every 12 months

LENSES AND CONTACTS – once every 12 months

FRAMES – once every 24 months

If you seek services from a participating vision provider, all coverage is paid-in-full for standard vision hardware. Specialty materials, such as: tinting, scratch resistance, etc. may be subject to additional charges. If you select a non-participating vision provider, the reimbursement is based on the following schedule allowances:

Vision Exam - \$35.00

Single lenses, up to \$35.00

Bifocal lenses, up to - \$45.00

Trifocal lenses, up to \$50.00

Contact lenses - \$85.00

Frames - \$65.00

MEMORANDUM OF AGREEMENT
Between the Niagara Falls City School District
And
The Civil Service Employees Association, Inc.

It is hereby agreed that the 2003-2006 contract between the Niagara Falls City School District and the Civil Service Employees Association, Inc. Unit #7696, Local #872, shall be extended to June 30, 2010. All provisions of the current contract shall remain in full force and effect except to the degree they are modified as follows:

1. Salaries shall be increased 1.3% each year for the years 2006-07, 2007-08, 2009-2010. The 1.3% increase each year shall be exclusive of increments.
2. The maximum term life insurance available for purchase shall be increased to \$20,000 for employees retiring after 07/01/06 (Section 4.62 B)
3. Sick Bank members who retire with more than 300 accumulated sick days shall have the excess number of days over 300 added to the Sick Bank (Section 5.50)
4. Section 4.50 will be replaced by the following "From December 1, 2003 to June 30, 2004, the Niagara Falls Board of Education shall provide a base payment of \$10,656.00 for each family medical plan and \$3,840 for each single plan." In addition, Sections 4.50 and 4.51 will be replaced by language that reflects the current health provider and current health benefits
5. Effective 7/01/06, new employees will receive the following health care benefits:
 - a. 80% of the benefit amount paid for employees who were hired prior to 7/1/06.
 - b. An Opt-out plan permanently capped at \$1,500/single and \$3000/family coverage. The employee must show proof of coverage from another provider in order to opt-out. Opt-out dollars will be paid to the employee or the amount may be placed into a Flexible Spending Account.
 - c. Retirees will continue to receive the same level of health benefits as when they were active employees. Opt-out benefits will end upon retirement.

FOR THE BOARD OF EDUCATION:

Signed: Philip J. Mohr

Date: February 6, 2006

FOR THE CSEA UNION:

Signed: Jeffery B. Pasquantino

Date: February 6, 2006

(Original signatures on file)

APPENDIX I

MEMORANDUM OF AGREEMENT

Between the Niagara Falls Board of Education
and CSEA General Unit

MAINTENANCE WORK SCHEDULE

Unless individually notified the daily work schedule for 40 hour per week maintenance crews is listed below. Workmen are expected to be actively engaged in work assignments except for times specifically outlined in the schedule. Workers should be ready to begin work activities at the specified start time and time specified for breaks is the total non-productive time permitted. Any free time should be used to prepare for the next assignment or clean up of the work area. Any non-scheduled dismissal prior to 4:00 p.m. must be approved by the Foreman.

7:30.Start Time
9:30-9:45 (if coffee is available in Bldg)*..Break
9:30-9:50 (if coffee is unavailable)
11:50-12:00Personal Clean Up
12:00-12:30Lunch Break
3:45-4:00 Personal Clean Up
4:00 Quit

*Available means employee is working on the school site and there are provisions for outside maintenance help to obtain coffee.

**A list indicating the availability of coffee in each building will be prepared and distributed.

It is agreed and understood that the conditions set forth in this memorandum upon execution by both parties becomes a part of the contract between the parties and shall be incorporated with the next written agreement unless changed or altered by mutual consent.

For the Board of Education

For the Union

Matthew Buchalski
President

Russell Bettis
President

Date

Date

APPENDIX II

MEMORANDUM OF AGREEMENT

It is hereby agreed as follows:

1. There shall be established a Labor/Management Relations Committee on Asbestos, made up of equal numbers of representatives on both sides, not to exceed three each, for the purpose of providing a review of issues of compliance with District safety procedures and AHERA and other agency-required procedures;
2. Effective immediately, a mutual study of the frequency and nature of asbestos operation and maintenance jobs will be conducted by the Labor/Management Relations Committee on Asbestos, for the purpose of determining potential cost of pay differentials applied to such work. There shall be no pay differentials provided during the period of study, which shall terminate as of June 30, 1989, except as provided in Paragraph 4, below. However, if pay differentials are negotiated for such operations and maintenance activities, they shall take effect prospectively; i.e., as of July 1, 1989.
3. All asbestos-related operations and maintenance procedures shall be performed by appropriately trained District personnel from the department which would normally perform the type of work involved.
4. Asbestos abatement resulting from operations and maintenance activities at South Junior High School
 - A. Asbestos-related operations and maintenance work conducted in the basement and attic of South Junior High School between November 22, 1988 and the termination of the asbestos abatement project in the above designated areas of that school shall be performed by appropriately trained District personnel who volunteer for such work.
 - B. Pay differentials for such work shall be the addition of one-half regular pay per hour during regular working hours and time-and-one-half plus one-quarter regular pay for work done during overtime hours.
 - C. The pay differentials specified herein shall in no way constitute a precedent for additional hourly pay for any asbestos-related project in the operations and maintenance category in future negotiations of such differentials.

FOR THE BOARD

Signed Date

FOR THE CSEA:

Signed Date

Date

Date

MEMORANDUM OF AGREEMENT
December 6, 1989

It is hereby agreed as follows:

1. All asbestos abatement projects and operations and maintenance work as defined in paragraph 7 below will be performed by licensed employees and on a voluntary basis. Voluntary lists are to be established in each shop or department. When a voluntary department list is exhausted, then selection will be made from such list, by seniority and rotation, provided the employees selected are in good physical health.
2. Except when additional help is necessary, abatement projects will be performed by the employees of the particular shop or department coincidental to the work normally performed by those employees;
3. The wages for abatement work shall be:
 - a. time and one quarter pay for work done during regular working hours;
 - b. time and three quarters pay after regular working hours;
 - c. double time and one quarter pay during holidays and Sundays;
4. Preparation work for an abatement project shall be deemed to be a part of the project and subject to the same wage schedule, provided the work is within an isolated area and there is a probability of exposure beyond the normal ambient levels. Project work will include initial cleaning, installation of critical barriers, and the construction of a decontamination unit;
5. In addition to official third party air monitors, all work will be monitored by a safety committee established between the Board and Union;
6. Employees who worked on October 30, October 31, November 1, and November 4, 1989, at Niagara Falls High School in the cleaning out and sealing off of the lockers and vents, and employees who worked on the removal of asbestos in a section of lockers at Niagara Falls High School will be remunerated at the rate of pay set forth in the above schedule;
7. Definitions of operations and maintenance projects shall be those found in the attached excerpts from AHERA and DOL regulations and such work shall not require asbestos abatement wage rates. Such work shall not be subject to the pay schedule in paragraph 3 above. It shall not be the intent of the Board to convert abatement projects to operation and maintenance projects by doing them incrementally when not necessary in order to avoid payment of abatement wage rates.

FOR THE BOARD:

Signed <u>Vincent Loretto</u>	Date <u>Dec. 11, 1989</u>
Signed <u>Thomas Insana</u>	Date <u>Dec. 11, 1989</u>
Signed <u>Roy Rogers</u>	Date <u>Dec. 11, 1989</u>
Signed <u>Lawrence Beyer</u>	Date <u>Dec. 12, 1989</u>
Signed <u>William Gardiner</u>	Date <u>Dec. 13, 1989</u>

FOR THE CSEA:

Signed <u>Dominic Spacone</u>	Date <u>12/7/89</u>
Signed <u>Gerald Pasquantino</u>	Date <u>12/7/89</u>
Signed <u>Stephen Imerese</u>	Date <u>12/7/89</u>
Signed <u>Russell Bettis</u>	Date <u>12/7/89</u>

(Original signatures on file)

**SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK
MEMORANDUM**

TO: M. Hohle, F. DelSignore
R. Bettis, D. Spacone,
R. Anderson, J. Pasquantino

FROM: Thomas A. Insana
Civil Service Human Resources
Administrator

DATE: September 7, 1990

SUBJECT: Promotions

Thank you all for participating in the committee to develop weighted criteria for pro-motions among the CSEA general unit staff. These refinements and the Union presence on interview committees will surely eliminate much of the misinformation and misunderstanding concerning promotions. Your contributions are of great value and truly appreciated. It was agreed that all interviews for promotion from this point forward will be conducted under the following conditions:

1. Each candidate for a particular promotion will be asked the same set of questions.
2. The top five senior who are qualified plus anyone whose seniority is within six months of the fifth most senior will be interviewed.
3. Any cleaner must have a minimum of one year of seniority to be eligible for promotion to a noncompetitive position.
4. Each category of position will be judged on criteria as described on the attached chart. The criteria is weighted differently for different job categories based upon the importance of that criteria as applied to the scope and responsibility of the position. The weights represent a percentage of the scoring value used for each category by the interviewers. The raw score (perhaps 1-5) is to be multiplied by the weighted factor. The total score will then be used by the interviewer to help him or her force rank the candidates after all interviews are concluded.

TAI/eb

Copies: W. Sdao
C. Grant
R. Rogers
V. Loretto

MEMORANDUM OF UNDERSTANDING

This memorandum between the Niagara Falls City School District and the Civil Service Employees Association is written to resolve two issues: one of contract interpretation and intent; the other of practice and procedure.

1. It is hereby understood and agreed that in the interview process agreed to by the Board and the Union that the Administration interview team shall not include a member of the CSEA bargaining unit.
2. It is hereby understood and agreed that school events scheduled outside regular work hours may be staffed with custodial personnel in the following manner:

a. Evening Hours:

overtime to be offered to custodial staff (custodians, porters or cleaners) with the understanding that the overtime hours will not be paid but are to be taken as compensatory time at a later date.

b. For Weekend Events:

one hour overtime is to be offered to open the building and prepare the activity areas, and additional time at the end of the event to clean up the activity area and secure the building.

For the Union

For the Board

Dominic Spacone

Vincent Loretto

December 19, 1990

December 19, 1990

(Original signatures on file)

MEMORANDUM OF AGREEMENT
BETWEEN THE NIAGARA FALLS BOARD OF EDUCATION AND
THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

This agreement is hereby made with the Civil Service Employees Association, Inc. and the Niagara Falls Board of Education regarding roving cleaners and their bid for school assignments within the Custodial Maintenance Department.

Effective (date) , Maintenance employees classified as roving cleaners will be afforded the opportunity to bid on assignment to positions within schools based upon seniority. This will allow any current rover who has more seniority than any cleaner currently assigned within a school to displace that cleaner resulting in an exchange of permanent assignment. (The rover with more seniority would be assigned to the school, and the cleaner within the school with less seniority would be assigned to the roving crew on a permanent basis).

FOR THE UNION Russell Bettis

Date August 1 1993

FOR THE BOARD Thomas Insana

Date August 1 1993

bms
ROVING

(Original signatures on file)

MEMORANDUM OF AGREEMENT

In the event that a member of the unit is disabled and unable to perform their duties in accordance with the Workers Compensation laws, the duration of the disability exceeds one year, and the individual has been deemed to have a permanent disability or a permanent partial disability, the following actions will be taken.

1. To initiate this procedure, all those who have been on Workers Compensation for a period of two years and who are deemed permanently disabled or permanently partially disabled will be given an opportunity to apply for New York State disability retirement. After a period of six months from the time of filing if they are still unable to return to work, their employment status with the Niagara Falls Board of Education will be terminated and their medical benefits will be cancelled.
2. Henceforth, those who have been on Workers Compensation for a period of six months will be given opportunity to apply for disability retirement or have the Board of Education apply for them. After a period of nine months from the time of filing for retirement the individual will be informed that they must return to work or their job will be filled as if it were a permanent vacancy.
3. If the individual has any accumulated time, such as sick days or vacation, the Board of Education will commence payment of those days.
4. After a period of two years from the date of the accident, health benefits will be discontinued. For those who have five years or more of service with the District, Section 4.54 remains in full force.
5. The individual will retain district wide seniority.
6. In the event that the individual will be able to return to work after their position has been filled they will be eligible for appointment to the next available vacancy in the same or similar position with seniority rights.
7. Before any actions are taken the individual will be called in to be informed of these conditions and counseled regarding disability retirement.

FOR THE BOARD OF EDUCATION:

FOR THE CSEA:

FOR THE BOARD OF EDUCATION:

Thomas A. Insana

Date 7/15/94

FOR THE CSEA:

Russell Bettis

Date 7/15/94

(Original signatures on file)

**Memorandum of Understanding
Regarding Call in of Cafeteria Workers**

1. Five hour food service helpers are to be called in to cover for absent cooks and assistant cooks. (includes assistant cooks called in for cooks).
2. Five hour food serve helpers will receive 2 hours call in pay for the above situations. Three hour food service helpers, when called in to cover absent 5 hour food service helpers, do not receive call in pay. Call in is by rotation based on seniority at each location.
3. Substitutes will be called in to cover for absent 3 hour food service helpers.

This agreement serves as settlement of CSEA grievance dated 12/6/95.

Russell Bettis
For Union

Thomas Insana
For Administration

settl/2/21/96

(Original signatures on file)

**NIAGARA FALLS CITY SCHOOL DISTRICT
NIAGARA FALLS, NEW YORK**

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE NIAGARA FALLS BOARD OF EDUCATION AND
THE CIVIL SERVICE EMPLOYEES ASSOCIATION BARGAINING UNIT**

It is hereby understood that in buildings where the cafeteria staff does not include a five-hour food service helper, the three-hour food service helpers will be called in to cover for absent cooks and assistant cooks and will receive two hours call-in pay for that coverage.

FOR THE BOARD OF EDUCATION:

Signed: Barbara A. Joyce

Date: April 26, 2006

FOR THE UNION:

Signed: Jeffrey B. Pasquantino

Date: April 25, 2006

(Original Signature On File)

SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Niagara Falls, New York

MEMORANDUM

TO: All Cleaners

DATE: October 15, 1996

FROM: Thomas A. Insana
Human Resources Office

SUBJECT: Promotions

The method of selection for promotion from Cleaner to Porter will no longer be strictly by seniority. The reason for this is to promote staff who have engaged in educational and work activities which prepare them for promotions within the District. This is encouraged by Board of Education policy, the administration of the school system, and the CSEA Union.

baj

Copy: Mr. Carmen Granto
Mr. Robert Anderson